

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DEFENDANTS' APPENDIX TO MOTION TO TRANSFER VENUE

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EXHIBIT 1

EXHIBIT 1: DEFENDANTS' CURRENT AND FORMER EMPLOYEE WITNESSES

NAME	STATUS	SCOPE OF TESTIMONY	LOCATION
Ken Lambrecht PPGT, President/CEO	Party	As President/CEO for PPGT, Mr. Lambrecht has relevant knowledge concerning the termination proceedings initiated by Texas Medicaid against PPGT, the claims that PPGT submitted to Texas Medicaid, and any PPGT research agreements or programs. Mr. Lambrecht also testified during the 2017 preliminary injunction hearing in the Western District of Texas.	Austin
Dan Sannes PPGT, Chief Financial Officer	Party	As PPGT's Chief Financial Officer, Mr. Sannes has relevant knowledge concerning the termination proceedings initiated by Texas Medicaid against PPGT and the claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations.	Austin
Kasia White PPGT, VP of Risk and Quality Management and Training	Party	As PPGT's VP of Risk and Quality Management and Training, Ms. White has relevant knowledge regarding PPGT's licensing and its adherence to federal and state regulatory policies and procedures, including Texas Medicaid policies and procedures.	Austin
Sheila McKinney PPGT, Current Employee, Former Chief Operating Officer	Party	As PPGT's former Chief Operating Officer, Ms. McKinney has relevant knowledge regarding PPGT's operations (including its patient care operations), the termination proceedings initiated by Texas Medicaid against PPGT, the claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and the execution of any PPGT research agreements.	Katy (Houston)
Beth Watson PPGT, VP of Health Services	Party	As PPGT's VP of Health Services, Ms. Watson has relevant knowledge regarding the operational aspects of PPGT's clinics and PPGT's research studies and agreements.	Dallas

NAME	STATUS	SCOPE OF TESTIMONY	LOCATION
Jeffrey Hons (Former) PPST, President/CEO	Non-Party	As the former President/CEO for PPST, Mr. Hons has relevant knowledge concerning the termination proceedings initiated by Texas Medicaid against PPST, the claims submitted by PPST during the pendency of the injunctions in the termination litigations, and any research agreements that PPST entered into during his tenure.	San Antonio
Polin Barraza PPST, Sr. VP, Chief Operating Officer PPCC, President PPSA, President	Party	In her roles for PPST, PPCC and PPSA, Ms. Barraza has relevant knowledge regarding the termination proceedings initiated by Texas Medicaid against PPST, PPCC, and PPSA, the claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and any research conducted by PPST, PPCC, or PPSA.	San Antonio
Melissa Farrell (Former) PPGC Director of Research	Non-Party	As the former Director of Research for PPGC, Ms. Farrell has relevant knowledge regarding her interactions with Relator, PPGC's clinical research and budgeting studies, the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC, and the related litigation. Ms. Farrell also testified during the 2017 preliminary injunction hearing in the Western District of Texas.	Brazoria County (Houston)
Ronda Exnicious PPGC, VP of Revenue Cycle Management	Party	In her role as VP of Revenue Cycle Management, Ms. Exnicious has relevant knowledge regarding PPGC's claims processing and submissions, refunds, recoupments, and/or remittances of payments, PPGC's insurance credentialing and enrollment for PPGC's facilities and providers, the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC, and the claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations.	Seabrook (Houston)

NAME	STATUS	SCOPE OF TESTIMONY	LOCATION
Melaney Linton PPGC, President/CEO	Party	As PPGC's President and CEO, Ms. Linton has relevant knowledge regarding PPGC's operations and compliance with applicable laws, the termination proceedings initiated by Texas Medicaid and Louisiana Medicaid against PPGC and the related litigation, the submission of claims during the pendency of the preliminary injunctions, and PPGC's research agreements or programs. Ms. Linton also testified during the 2017 preliminary injunction hearing in the Western District of Texas.	Houston
Alfred Curtis PPGC, Chief Operating Officer	Party	As PPGC's COO, Mr. Curtis has relevant knowledge concerning PPGC's operations and finances, including patient care operations and billing and collections, the termination proceedings initiated by Louisiana Medicaid and Texas Medicaid against PPGC, the claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and PPGC's relationships with other organizations.	Houston
Kimberly Custer PPFA, Chief Federal Engagement & Impact Officer	Party	As PPFA's Chief Federal Engagement & Impact Office, Ms. Custer has relevant knowledge concerning PPFA's relationship with its various member-affiliates and the process by which PPFA affiliates become and stay accredited with PPFA.	Lehigh Valley, PA
Vickie Barrow-Klein PPFA, Chief Operating Office/Chief Financial Officer	Party	As PPFA's CFO and COO, Ms. Barrow-Klein has relevant knowledge regarding PPFA policies and procedures and PPFA's corporate structure and operations as a membership organization, including its relationship to its affiliates from a federation and governance perspective.	Mechanicsville, MD

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Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF KEN LAMBRECHT

I, Ken Lambrecht, declare and state as follows:

1. I am the President and Chief Executive Officer of Planned Parenthood of Greater Texas, Inc. (“PPGT”). I have served in this position for PPGT since its formation in 2012. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGT’s business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. PPGT is a corporation organized under the laws of the State of Texas.
4. **PPGT's headquarters and principal place of business** is 7424 Greenville Avenue, Suite 206, Dallas, Texas 75231. It has been headquartered there since PPGT was formed in 2012. PPGT maintains additional administrative offices at 201 E. Ben White Blvd, Austin, Texas 78704; 700 West Highway 6, Waco, Texas 76712; 6464 John Ryan Drive, Fort Worth, Texas 76132; 1511 E Missouri Ave, Suite B, El Paso, TX 79902; and 3716 22nd Pl, Lubbock, Texas 79410.
5. PPGT provides medical services at clinics located at the following addresses:
 - a. Addison Health Center at 5290 Belt Line Rd, #134, Addison, TX 75254;
 - b. Arlington Health Center at 3701 S Cooper St., #235, Arlington, TX 76015;
 - c. Bedford Health Center at 2824 Central Dr., #332, Bedford, TX 76021;
 - d. Cedar Hill Health Center at 140 W FM 1382, #160, Cedar Hill, TX 75104;
 - e. Central Austin Health Center at 2911 Medical Arts St, #12, Austin, TX 78705;
 - f. Denton Health Center at 2436 S Interstate 35, #360, Denton, TX 76205;
 - g. Downtown Austin Health Center at 1823 E 7th St, Austin, TX 78702;
 - h. El Paso Health Center at 1511 E Missouri Ave, Suite B, El Paso, TX 79902;
 - i. Lubbock Health Center at 3716 22nd Pl, Suite B, Lubbock, TX 79410;
 - j. Mesquite Health Center at 1220 N Town E Blvd, #230, Mesquite, TX 75150;
 - k. North Austin Health Center at 9041 Research, #250, Austin, TX 78758;
 - l. North Dallas Shelburne Health Center at 9100 N Central Expy, #169, Dallas, TX 75231;
 - m. Paris Health Center at 1735 17th St NE, Paris, TX 75460;
 - n. Plano Health Center at 600 N Central Expy, #601, Plano, TX 75074;

- o. South Austin Health Center at 201 E Ben White Blvd, Austin, TX 78704;
 - p. Southeast Fort Worth Health Center at 3863 Miller Ave, Fort Worth, TX 76119;
 - q. Southwest Fort Worth Health Center at 6464 John Ryan Dr, Suite B, Fort Worth, TX 76132;
 - r. Tyler Health Center at 601 Turtle Creek Dr., Tyler, TX 75701;
 - s. Virtual Health Center in Dallas, Texas; and
 - t. Waco Health Center at 700 W Hwy 6, Suite B, Waco, TX 76712.
6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
7. PPGT does not maintain any administrative offices or clinics in any of the above-named counties served by the Amarillo Division. Nor does PPGT conduct any operations in those counties. Moreover, while PPGT may perform telehealth services for patients that may be **located outside PPGT's service area, any claims** associated with those services identify the address of the PPGT clinic associated with the provider delivering the services, not the **patient's address. Therefore, PPGT only provides** in-person healthcare services at its numerous clinics and bills health services only through those same clinics.
8. PPGT has never maintained any administrative offices or clinics in any of the above named counties served by the Amarillo Division.

9. PPGT's senior management was responsible for PPGT's participation in Texas Medicaid, including its enrollment in, submission of claims to, and receipt of reimbursements from Texas Medicaid. PPGT currently outsources the primary functions of its Revenue Cycle Management Department to RevTell, which is headquartered in St. Cloud, Minnesota. At this time, RevTell works with PPGT's Finance Department, which is located in Dallas, Texas and Austin, Texas, with respect to its day-to-day functions and provides high-level reports to the Chief Operating Officer who is based in Austin, Texas. The Chief Operating Officer is also responsible for managing RevTell on a contract level. RevTell generally is responsible for identifying and remitting any Medicaid overpayments to Texas Medicaid. The Finance Department administered and oversaw PPGT's policies relating to Texas Medicaid claim submissions.
10. Relevant records concerning the submission and reimbursement of Medicaid claims by PPGT are maintained at PPGT's headquarters in Dallas, Texas and Austin, Texas; at the above-identified clinics, which provided the services for which Medicaid claims were submitted and reimbursed, through PPGT's central electronic health records system; and in off-site data storage locations in Austin, Texas and Dallas, Texas.
11. Relevant records related to Texas's efforts to terminate PPGT's Medicaid Provider Agreements with Texas, including, among other things, correspondence exchanged with the Office of Inspector General for the Texas Health and Human Services Commission, are located at PPGT's headquarters in Dallas, Texas and Austin, Texas. All of PPGT's decision-making concerning the termination proceedings and related litigation also occurred at PPGT's headquarters in Dallas, Texas and Austin, Texas.

12. PPGT has identified the following current employees as key witnesses who may be called to testify in this case:

- a. Ken Lambrecht is the President and Chief Executive Officer of PPGT and has served in that position for PPGT since its formation in 2012. In that position, he has the overall responsibility for the organization, its mission, and its vision, and **oversees PPGT's business operations and finances**, including its delivery of high quality patient services and its claim submission and reimbursement processes. He also has contract signing authority. Because of his role and responsibilities, he is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and would have been involved in the execution of any research agreements or programs to which PPGT has been a party. In addition, he testified during the preliminary injunction hearing during the termination litigation proceedings in front of Judge Sparks in the **Western District of Texas. According to PPGT's records, Ken Lambrecht resides in Austin, Texas and works at PPGT's location in Austin, Texas.**
- b. Sheila McKinney is a current employee of PPGT, and she served as the Chief Operating Officer for PPGT from 2013 to April 2022. In her role as Chief Operating Officer, she was responsible for health services, quality risk management, and several other aspects of operations, including patient care operations. Through this role, she is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations. According to

PPGT's records, Shelia McKinney resides in Katy, Texas and works at PPGT's location in Dallas, Texas.

- c. Dan Sannes is the Chief Financial Officer for PPGT and has served in that role since 2020. In that position, Dan Sannes oversees all of the accounting functions and budget for the organization. Through these functions, he is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations. According to PPGT's records, Dan Sannes resides in Austin, Texas and works at PPGT's location in Austin, Texas.
- d. Kasia White is the Vice President of Risk and Quality Management and Training for PPGT and has served in that role or in roles with similar responsibilities since 2004. In that role, she oversees PPGT's adherence to regulatory policies and procedures, including training on regulatory policies and procedures, and licensing. Because of her role and responsibilities, she is knowledgeable regarding Texas Medicaid policies and procedures. According to PPGT's records, Kasia White resides in Austin, Texas and works at PPGT's location in Austin, Texas.
- e. Beth Watson is the Senior Vice President of Health Services for PPGT and has served in that role or in roles with similar responsibilities since 2014. In that role, she oversees all of PPGT's health centers, including all operational aspects of the clinics. She is also responsible for registering any research studies conducted by PPGT with Planned Parenthood Federation of America. Because of her role and responsibilities, she would have been involved in any research agreements or

programs to which PPGT has been a party. According to PPGT's records, Beth Watson resides in Dallas, Texas and works at PPGT's location in Dallas, Texas.

13. There are no potential PPGT witnesses in the counties served by the Amarillo Division, nor does PPGT maintain any documents in those counties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 11, 2022 in Cloudcroft, New Mexico.

Ken Lambrecht

Ken Lambrecht (Aug 11, 2022 13:52 MDT)

Ken Lambrecht

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
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United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

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Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF KEN LAMBRECHT

I, Ken Lambrecht, declare and state as follows:

1. I am the President and Chief Executive Officer (“CEO”) of **Planned Parenthood of Greater Texas, Inc. (“PPGT”).** I **have** served in this position for PPGT since its formation in 2012. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of **PPGT’s business.** If called upon to testify, I could and would testify thereto.
2. I make this declaration in **support of Defendants’ Motion to Transfer Venue** in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Austin, Texas and I **primarily office at PPGT's location at 201 E. Ben White Boulevard, Austin, Texas 78704**, though I do spend some time in the office at **PPGT's location at 7424 Greenville Avenue, Suite 206, Dallas, Texas 75231**, as well. While I occasionally travel on behalf of PPGT, I have never traveled to any of the above-identified counties on behalf of PPGT. Nor have I ever traveled to that area in my personal life; I have only traveled through the area while on my way to another destination.
5. As President and CEO of PPGT, I have overall responsibility for the organization, its **mission, and its vision, and I oversee PPGT's business operations and finances**, including its delivery of high quality patient services and its claim submission and reimbursement processes. I also have contract signing authority. Because of my role and responsibilities, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and I would have been involved in the execution of any research agreements or programs to which PPGT has been a party. In addition, I testified during the preliminary injunction hearing during the termination litigation proceedings in front of Judge Sparks in the Western District of Texas.

6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue** concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin. Due to the nature and demands of my position, it is far more convenient for me to attend **trial in Austin—the location where I live and primarily work**, and that is central to much of PPGT's service area—**than** it would be to travel by air or drive the 7 hour 45 minutes to Amarillo. The time that it would take me to travel to Amarillo and back for trial could limit my ability to perform my job responsibilities efficiently and effectively.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Cloudcroft, New Mexico.

Ken Lambrecht

Ken lambrecht (Aug 10, 2022 17:51 MDT)

Ken Lambrecht

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
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United States of America
ex rel. ALEX DOE, Relator,

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Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF DAN SANNES

I, Dan Sannes, declare and state as follows:

1. I am currently employed by **Planned Parenthood of Greater Texas, Inc (“PPGT”)** as Chief Financial Officer. I have held this position since 2020. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGT’s business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Austin, Texas and I primarily office at PPGT's location at 201 E. Ben White Boulevard, Austin, Texas 78704. While I occasionally travel on behalf of PPGT, I have never traveled to any of the above-identified counties on behalf of PPGT. Nor do I routinely travel to that area in my personal life.
5. As Chief Financial Officer for PPGT, I am responsible for ensuring the organization remains fiscally sound, which includes overseeing all internal and external financial reporting and the budget for the organization. I oversee all accounting functions, including the oversight of any endowments, investments, or payments. Through these functions, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations.
6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue** concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.

7. It would be far more convenient for me to appear and provide testimony at trial in Austin.

I live and work in Austin. I am required to be onsite in our Austin office working. I would have to drive the 8.5 hours to Amarillo. It would be highly disruptive to my job to take the time to travel to Amarillo. Further, I have family obligations in Austin. My elderly mother will be staying with me in Austin at the time of the trial, and it would be difficult to get to her from Amarillo in case of an emergency.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Austin, Texas.

Dan Sannes

Dan Sannes (Aug 10, 2022 09:36 CDT)

Dan Sannes

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Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF KASIA WHITE

I, Kasia White, declare and state as follows:


1. I am currently employed by Planned Parenthood of Greater Texas, Inc. (“PPGT”) as Vice President of Risk and Quality Management and Training. I have held this position or similar positions with slightly different titles since 2004. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGT’s business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Austin, Texas and I **primarily office at PPGT's location at 201 E. Ben White Blvd, Austin, Texas 78704.** While I occasionally travel on behalf of PPGT, I have never traveled to any of the above-identified counties on behalf of PPGT. Other than driving through the area en route to other destinations, I have never traveled to that area in my personal life.
5. As Vice President of Risk and Quality Management and Training for PPGT, among other **things, I oversee PPGT's licensing** and its adherence to federal and state regulatory policies and procedures, including training on regulatory policies and procedures. Because of my role and responsibilities, I am knowledgeable regarding Texas Medicaid policies and procedures.
6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue concerns**, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin. I live and work in Austin. Traveling would be extremely disruptive to my work: my

department is currently short staffed and I am PPGT's sole privacy officer, as required by HIPAA. I have two school-aged children with extracurricular activities. My husband has health issues, and with the ongoing Covid-19 pandemic and the monkeypox pandemic, I would be very concerned about traveling to Amarillo. I would have to drive the 8.5 hours to Amarillo.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Austin, Texas.


Kasia White (Aug 10, 2022 08:40 CDT)
Kasia White

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DECLARATION OF SHEILA MCKINNEY

I, Sheila McKinney, declare and state as follows:

1. I am a current employee and former Chief Operating Officer of Planned Parenthood of Greater Texas, Inc. ("PPGT"). I served as Chief Operating Officer from 2013 to April 2022. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGT's business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Katy, Texas and I primarily office at PPGT's Dallas location at 7424 Greenville Avenue, Dallas, Texas. While I occasionally travel on behalf of PPGT, I have never traveled to any of the above-identified counties on behalf of PPGT. Nor I have ever traveled to that area in my personal life.
5. As Chief Operating Officer for PPGT, I was responsible for health services, quality risk management, and several other aspects of operations, including patient care operations. Through this role, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGT and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations and I would have been involved in the execution of any research agreements that PPGT entered into.
6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue concerns**, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin. Austin is a quick direct flight from Houston or a two-hour drive away, while Amarillo is

at least a 9-hour drive or a longer or more expensive flight. I could go to Austin and back in a day, causing minimal disruptions to my job. The time that it would take me to travel to Amarillo and back for trial could limit my ability to perform my job responsibilities efficiently and effectively. In addition, I have an elderly dog that I would have to either board or find other overnight care for if I were to travel to Amarillo.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Katy, Texas

Sheila McKinney
Sheila McKinney (Aug 10, 2022 12:37 CDT)
Sheila McKinney

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF BETH WATSON

I, Beth Watson, declare and state as follows:

1. I am currently employed by Planned Parenthood of Greater Texas, Inc. ("PPGT") as Senior Vice President of Health Services. I have held this position or similar positions with slightly different titles since 2014. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGT's business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Dallas, Texas and I primarily office at PPGT's location at 7424 Greenville Avenue, Suite 206, Dallas, Texas 75231. While I occasionally travel on behalf of PPGT, I have never traveled to any of the above-identified counties on behalf of PPGT. Other than driving through the area en route to other destinations, I have never been to the above counties in my personal life.
5. As Senior Vice President of Health Services for PPGT, I oversee all of PPGT's health centers, including all operational aspects of the clinics, and I work with Health Services Regional Directors, and the Lead Clinician who oversees the providers. I am responsible for all operational pieces of the health clinics and compliance with PPGT's policies and procedures. Because of my role and responsibilities, I would have been involved in any research agreements or programs to which PPGT has been a party. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that Defendants' Motion

to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.

6. It would be far more convenient for me to appear and provide testimony at trial in Austin.

I travel to our Austin location and health clinics regularly in the course of my normal business. When I am not traveling to one of our health centers, I am expected to be in our Dallas headquarters in person. I can travel to and from Austin in a day, but traveling to Amarillo would require a 6 hour drive or an expensive or indirect flight. Traveling to Amarillo would prevent me from being able to do my job as efficiently or effectively as traveling to Austin. I am also the primary childcare provider for my two school-aged children. Further, I have an elderly father who requires assistance and in an emergency, I would not be able to get to him as quickly if I were required to travel to Amarillo instead of Austin.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Dallas, Texas.

Beth L Watson

Beth L Watson (Aug 10, 2022 16:04 CDT)

Beth Watson

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF POLIN BARRAZA

I, Polin Barraza, declare and state as follows:

1. I am currently employed by Planned Parenthood **South Texas, Inc.** (“PPST”) as **Senior Vice President and Chief Operations Officer**. I have held this position since 2013. Before that, I was the Senior Vice President for Healthcare and Compliance for PPST from 2010-2013. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining the business records kept in the normal course of business by PPST. If called upon to testify, I could and would testify thereto.
2. I make this declaration in **support of Defendants’ Motion to Transfer Venue** in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. PPST is a corporation organized under the laws of the State of Texas.
4. PPST maintains its headquarters and principal place of business at 2140 Babcock Road, San Antonio, Texas, where it has been headquartered since 2015.
5. PPST provides testing services at a high complexity laboratory located at 2140 Babcock Road, San Antonio, Texas.
6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
7. PPST does not maintain any administrative offices or clinics in any of the above-named counties served by the Amarillo Division. Nor does PPST conduct any operations in those counties. PPST only provides in-person medical testing services at its San Antonio clinic and only submits Medicaid claims from its San Antonio headquarters.
8. PPST has never maintained any administrative offices or clinics in any of the above named counties served by the Amarillo Division.
9. **PPST's Finance Department is responsible for PPST's participation in Texas Medicaid, including its enrollment in, submission of claims to, and receipt of reimbursements from Texas Medicaid. PPST's Finance Department administers and oversees PPST's policies**

relating to Texas Medicaid claim submissions. PPST's Finance Department is also responsible for identifying and remitting any Medicaid overpayments to Texas Medicaid.

10. Relevant records concerning the submission and reimbursement of Medicaid claims by PPST are maintained with the PPST Finance Department, which is located in San Antonio, Texas, and at the above-identified PPST clinic, which provided the services for which Medicaid claims were submitted and reimbursed.

11. **Relevant records related to Texas's efforts to terminate PPST's Medicaid Provider Agreements with Texas, including, among other things, correspondence exchanged with the Office of Inspector General for the Texas Health and Human Services Commission, are located at PPST's headquarters in San Antonio, Texas. All of PPST's decision-making concerning the termination proceedings and related litigation also occurred at PPST's headquarters in San Antonio, Texas.**

12. PPST has identified the following current employee as a key witness who may be called to testify in this case:

- a. Polin Barraza is the Senior Vice President and Chief Operating Officer for PPST and has served in that role since 2013. In that position, she is responsible for the oversight of operations, including oversight of all Medicaid contracts, Medicaid enrollment, patient services, and claims submission, reimbursements, and refunds or recoupments. Through these functions, she is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPST and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and would have been involved in the execution of any research agreements that PPST entered into.

13. In addition, PPST has identified the following former employee as a key witness with relevant knowledge who may be called to testify in this case:

- a. Jeffrey Hons was the President and Chief Executive Officer for PPST during the time period covered by Relator's and Texas's Complaints (2010 to Present). Jeffrey Hons worked at PPST's headquarters in San Antonio, Texas and had overall responsibility for the organization's effectiveness and achievement of its missions and goals as set forth by PPST's Board of Directors. Jeffrey Hons managed and led a senior team of professionals that had responsibility for the various functions of PPST that make up its operations, including health care operations, finance, and revenue cycle management. Through his position, Jeffery Hons is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPST and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and Mr. Hons testified during the preliminary injunction hearing in front of Judge Sparks of the Western District of Texas. According to PPST's records, Jeffery Hons's last known address is in San Antonio, Texas.

14. There are no potential PPST witnesses in the counties served by the Amarillo Division, nor does PPST maintain any documents in those counties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in San Antonio, Texas.

Polin Barraza

Polin Barraza (Aug 10, 2022 17:28 CDT)

Polin Barraza

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF POLIN BARRAZA

I, Polin Barraza, declare and state as follows:

1. I am on the board of Planned Parenthood San Antonio, Inc. (“PPSA”) and currently serve as President and Board Chair. I have held this position since 2019. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining the business records kept in the normal course of business by PPSA. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. PPSA is a corporation organized under the laws of the State of Texas.
4. PPSA maintains its headquarters and principal place of business at 2140 Babcock Road, San Antonio, Texas, where it has been headquartered since 2015.
5. PPSA provides medical services at clinics located at the following addresses:
 - a. Planned Parenthood-Southeast in 7022 S. New Braunfels Ave, San Antonio, Texas 78223;
 - b. Planned Parenthood-San Pedro in 920 San Pedro Rd, San Antonio, TX 78212;
 - c. Planned Parenthood-Northeast in 11514 Perrin Beitel Rd, San Antonio, Texas 78217;
 - d. Planned Parenthood-Marbach in 8725 Marbach Rd, San Antonio, Texas 78227
6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
7. PPSA does not maintain any administrative offices or clinics in any of the above-named counties served by the Amarillo Division. Nor does PPSA conduct any operations in those counties. Moreover, while PPSA may perform telehealth services for patients that may be located outside PPSA's service area, any Medicaid claims associated with those services are billed from PPSA's headquarters, not from the patient's location. In other words, PPSA

only provides in-person healthcare services at its San Antonio clinics and only submits Medicaid claims from its San Antonio headquarters.

8. PPSA has not maintained any administrative offices or clinics in any of the above named counties served by the Amarillo Division.
9. PPSA has a contract with Planned Parenthood South Texas, Inc.'s ("PPST") Finance Department and outsourced its responsibility for PPSA's participation in Texas Medicaid, including its enrollment in, submission of claims to, and receipt of reimbursements from Texas Medicaid to PPST's Finance Department. PPST's Finance Department administered and oversaw PPSA's policies relating to Texas Medicaid claim submissions. PPST's Finance Department was also responsible for identifying and remitting any Medicaid overpayments to Texas Medicaid.
10. Relevant records concerning the submission and reimbursement of Medicaid claims by PPSA are maintained with the PPST Finance Department, which is located in San Antonio, Texas, and at the above-identified clinic, which provided the services for which Medicaid claims were submitted and reimbursed.
11. Relevant records related to Texas's efforts to terminate PPSA Medicaid Provider Agreements with Texas are located at San Antonio, Texas including, among other things, correspondence exchanged with the Office of Inspector General for the Texas Health and Human Services Commission. All of PPSA's decision-making concerning the termination proceedings and related litigation also occurred at PPSA's headquarters in San Antonio, Texas.
12. PSSA has identified the following current employees as key witnesses who may be called to testify in this case:

- a. Polin Barraza is the President and Board Chair for PPSA and has served in that role since 2019. In that position, she is responsible for the oversight of operations, including oversight of all Medicaid contracts, Medicaid enrollment, patient services, and claims submission, reimbursements, and refunds or recoupments. Through these functions, she is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPSA and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and would have been involved in the execution of any research agreements that PPSA entered into.

13. There are no potential PPSA witnesses in the counties served by the Amarillo Division, nor does PPSA maintain any documents in those counties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in San Antonio, Texas.

Polin Barraza

Polin Barraza (Aug 10, 2022 09:24 CDT)

Polin Barraza

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF POLIN BARRAZA

I, Polin Barraza, declare and state as follows:

1. I am a board member of Planned Parenthood Cameron County, Inc. (“PPCC”) and currently serve as President. I have held this position since 2020. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining the business records kept in the normal course of business by PPCC. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. PPCC is a corporation organized under the laws of the State of Texas.
4. PPCC maintains its headquarters and principal place of business at 2140 Babcock Road, San Antonio, Texas, where it has been headquartered since 2015.
5. PPCC provides medical services at clinics located at the following addresses:
 - a. Planned Parenthood-Harlingen, located at 712 N 77 Sunshine Strip, Harlingen, TX 78550;
 - b. Planned Parenthood-Brownsville Health Center, located at 870 E Alton Gloor Blvd Suite B, Brownsville, TX 78526.
6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
7. PPCC does not maintain any administrative offices or clinics in any of the above-named counties served by the Amarillo Division. Nor does PPCC conduct any operations in those counties. Moreover, while PPCC may perform telehealth services for patients that may be located outside PPCC's service area, any Medicaid claims associated with those services are billed from PPCC's headquarters, not from the patient's location. PPCC only provides in-person healthcare services at its Harlingen and Brownsville clinics, and only submits Medicaid claims from its San Antonio headquarters.

8. PPCC has never maintained any administrative offices or clinics in any of the above named counties served by the Amarillo Division.
9. PPCC has a contract with Planned Parenthood South Texas, Inc.'s ("PPST") Finance Department and outsourced its responsibility for PPCC's participation in Texas Medicaid, including its enrollment in, submission of claims to, and receipt of reimbursements from Texas Medicaid to PPST's Finance Department. PPST's Finance Department administered and oversaw PPCC's policies relating to Texas Medicaid claim submissions. PPST's Finance Department was also responsible for identifying and remitting any Medicaid overpayments to Texas Medicaid.
10. Relevant records concerning the submission and reimbursement of Medicaid claims by PPCC are maintained at PPST's Finance Department's location in San Antonio, Texas and at the above-identified PPCC clinics, which provided the services for which Medicaid claims were submitted and reimbursed.
11. Relevant records related to Texas's efforts to terminate PPCC's Medicaid Provider Agreements with Texas, including, among other things, correspondence exchanged with the Office of Inspector General for the Texas Health and Human Services Commission, are located at PPCC's headquarters in San Antonio, Texas. All of PPCC's decision-making concerning the termination proceedings and related litigation also occurred at PPCC's headquarters in San Antonio, Texas.
12. PPCC has identified the following current employees as key witnesses who may be called to testify in this case:
 - a. Polin Barraza is the President for PPCC and has served in that role since 2020. In that position, she is responsible for the oversight of operations, including oversight

of all Medicaid contracts, Medicaid enrollment, patient services, and claims submission, reimbursements, and refunds or recoupments. Through these functions, she is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPCC and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and would have been involved in the execution of any research agreements that PPCC entered into.

13. There are no potential PPCC witnesses in the counties served by the Amarillo Division, nor does PPCC maintain any documents in those counties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in San Antonio, Texas.

Polin Barraza

Polin Barraza (Aug 10, 2022 08:54 CDT)

Polin Barraza

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF JEFFREY HONS

I, Jeffrey Hons, declare and state as follows:

1. I am the former President and Chief Executive Officer of Planned Parenthood South Texas, Inc. ("PPST"). I served in that position from August 1999 until my recent retirement on July 1, 2022. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPST's business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in San Antonio, Texas and, during my tenure with PPST, I primarily officed at PPST's location at 2140 Babcock Road, San Antonio, Texas. While I occasionally traveled on behalf of PPST, I have never traveled to any of the above-identified counties on behalf of PPST. Nor have I ever traveled to that area in my personal life since a family vacation in my early childhood.
5. As President and CEO of PPST, I had overall responsibility for the organization's effectiveness and achievement of its missions and goals as set forth by PPST's Board of Directors; I managed and led a senior team of professionals that had responsibility for the various functions of PPST that make up its operations, including health care operations, finance, and revenue cycle management; and I developed PPST's vision for its future growth, including through fundraising. I also had contract signing authority. Through these functions, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPST and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and I would have been

involved in the execution of any research agreements that PPST entered into during the course of my tenure with the organization.

6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin, which is only an hour and a half drive from San Antonio. By contrast, I would incur greater cost and would have to expend much more of my time and effort to attend trial in Amarillo, since I would have to either fly or drive nearly 8 hours to Amarillo and, presumably, stay overnight in order to provide testimony at trial.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 4, 2022 in San Antonio, Texas.


jeffrey hons (Aug 4, 2022 13:55 CDT)
Jeffrey Hons

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF POLIN BARRAZA

I, Polin Barraza, declare and state as follows:

1. I am currently employed by Planned Parenthood South Texas, Inc. (“PPST”) as Senior Vice President and Chief Operating Officer. I have held this position since 2013. I also currently volunteer at Planned Parenthood San Antonio, Inc. (“PPSA”) as President and Board Chair, a position I have held since 2019 and at Planned Parenthood Cameron County, Inc. (“PPCC”) as President, a position I have served in since 2020. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPST’s, PPSA’s, and PPCC’s business. If called upon to testify, I could and would testify thereto.

2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.
3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in San Antonio, Texas and I primarily office at PPST's location at 2140 Babcock Road, San Antonio, Texas. While I occasionally travel on behalf of PPST, PPSA and PPCC, I have never travelled to any of the above-identified counties on behalf of PPST, PPSA and PPCC. I never travel to the above areas in my personal life either.
5. As Senior Vice President and Chief Operating Officer for PPST, President for PPCC, and President and Board Chair for PPSA, I am responsible for the oversight of operations, including oversight of all Medicaid contracts, Medicaid enrollment, patient services, and claims submission, reimbursements, and refunds or recoupments. Through these functions, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPST, PPCC, and PPSA and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and I would have been

involved in the execution of any research agreements that PPST, PPCC, or PPSA entered into.

6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue concerns**, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin for several reasons. Austin is only an hour and a half drive away from San Antonio, while Amarillo would be almost a 10 hour drive or a flight, making it less expensive and quicker for me to travel to Austin. The time that it would take me to travel to Amarillo and back for trial could limit my ability to perform my job responsibilities efficiently and effectively. I would be able to travel to and from Austin in a day, so I could take less time away from work and from my responsibilities as the only childcare provider for my grandchildren on nights and weekends. I am also familiar with Austin and travel there regularly for my work with PPST, PPSA, and PPCC.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in San Antonio, Texas.

Polin Barraza

Polin Barraza (Aug 10, 2022 09:00 CDT)

Polin Barraza

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF MELANEY LINTON

I, Melaney Linton, declare and state as follows:

1. I am currently employed as President and Chief Executive Officer of Planned Parenthood Gulf Coast, Inc. ("PPGC"). I have held this position since 2012. In addition, from 2007 to 2010, I served as the Chief Operating Officer at PPGC. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGC's business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. PPGC is a corporation organized under the laws of the State of Texas.
4. PPGC maintains its headquarters and principal place of business at 4600 Gulf Freeway, Houston, Texas, where it has been headquartered since 2010.
5. PPGC provides medical services at clinics located at the following addresses:
 - a. Baton Rouge Health Center 3825 Government Street Baton Rouge, LA 70806;
 - b. New Orleans Health Center 4636 S. Claiborne Avenue New Orleans, LA 70125;
 - c. Northville Health Center 9919 North Freeway, Suite 107 Houston, TX 77037;
 - d. Northwest Health Center 13169 Northwest Freeway, Ste 115 Houston TX 77040-6326;
 - e. Prevention Park Health Center 4600 Gulf Freeway, Ste. 100 Houston, TX 77023-3548;
 - f. Southwest Health Center 5800 Bellaire Blvd. Bldg. 1b, Ste. 120 Houston, TX 77081-5537;
 - g. Spring Health Center 4747 Louetta Road Spring, TX 77388; and
 - h. Stafford Health Center 12614 Southwest Freeway, Ste. A Stafford, TX 77477.
6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore Count,

Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.

7. PPGC does not maintain any administrative offices or clinics in any of the above-named counties served by the Amarillo Division. Nor does PPGC conduct any operations in those counties. Moreover, while PPGC may perform telehealth services for patients that may be located outside PPGC's service area, any Medicaid claims associated with those services are billed from PPGC's headquarters, not from the patient's location. In other words, PPGC only provides in-person healthcare services in its health clinics and only submits Medicaid claims from its Houston headquarters.
8. PPGC has never maintained any administrative offices or clinics in any of the above-named counties served by the Amarillo Division.
9. The Revenue Cycle Management Department is responsible for PPGC's participation in Texas Medicaid, including its enrollment in, submission of claims to, and receipt of reimbursements from Texas Medicaid. The Revenue Cycle Department would administer and oversee PPGC's policies relating to Texas Medicaid claim submissions. The Revenue Cycle Department is also responsible for identifying and remitting any Medicaid overpayments to Texas Medicaid.
10. Relevant records concerning the submission and reimbursement of Medicaid claims by PPGC are maintained with Revenue Cycle Department, which is located at PPGC's Houston headquarters; at the above-identified clinics, which provided the services for which Medicaid claims were submitted and reimbursed; and offsite at an Iron Mountain facility in Houston, Texas.

11. Relevant records related to Texas's efforts to terminate PPGC's Medicaid Provider Agreements with Texas including, among other things, correspondence exchanged with the Office of Inspector General for the Texas Health and Human Services Commission, are located at PPGC's headquarters in Houston, Texas. All of PPGC's decision-making concerning the termination proceedings and related litigation also occurred at or through PPGC's headquarters in Houston, Texas.

12. PPGC has identified the following current employees as key witnesses who may be called to testify in this case:

- a. Melaney Linton is the President and CEO for PPGC and has been in that role since 2012. In that position, she is responsible for the organization, its mission, and its vision, and oversees PPGC's business operations and finances, including its delivery of high-quality patient services and its claim submission and reimbursement processes. She works with senior staff leadership to ensure that PPGC remains in compliance with PPFA standards of affiliation and with applicable laws. Because of her role and responsibilities, she is knowledgeable regarding the termination proceedings initiated by Texas Medicaid against PPGC and of claims submitted to Texas Medicaid, including during the pendency of the injunctions in the termination litigations, and would have been involved in the execution of any research agreements or programs to which PPGC has been a party. In addition, she testified during the preliminary injunction hearing during the termination litigation proceedings in front of Judge Sparks in the Western District of Texas.

- b. Ronda Exnicious is the Vice President of Revenue Cycle Management for PPGC and has been in that role since 2014. In that position, she is responsible for management and oversight of all billings and collections; claims processing, submission, and follow-up, and policies related to the same; refunds, recoupments, or remittances of payments; and insurance credentialing and enrollment for PPGC's facilities and providers. She also previously had management and oversight over patient access functions of PPGC's operations. Through this role, she is knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC and of claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations. According to PPGC's records, Ronda Exnicious resides in Seabrook, Texas and works at PPGC's location in Houston, Texas.
- c. Alfred Curtis is the Chief Operating Officer for PPGC. He has served in that role since 2020, and was previously the Chief Financial Officer for PPGC from 2016 to 2020. In those positions, he is responsible for management and oversight of all operations and finances of the organization, including patient care operations and billing/collections. Through these roles, he is knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC and of claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations. According to PPGC's records, Alfred Curtis resides in Houston, Texas and works at PPGC's location in Houston, Texas.


13. In addition, PPGC has identified the following former employee as a key witness with relevant knowledge who may be called to testify in this case:

- a. Melissa Farrell was the Research Director for PPGC from 2006 to 2017 and then the Vice President of Research for PPGC from 2017 to 2019. Melissa Farrell worked at PPGC's location in Houston, Texas and has knowledge of the facts related to PPGC's research programs and agreements. Through her role, she also is knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC and testified during the preliminary injunction hearing during the termination litigation proceedings in front of Judge Sparks in the Western District of Texas. According to PPGC's records, Melissa Farrell's last known address is in Brazoria County, Texas.

14. There are no potential PPGC witnesses in the counties served by the Amarillo Division, nor does PPGC maintain any documents in those counties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Chicago, Illinois.



Melaney A Linton (Aug 10, 2022 11:15 CDT)

Melaney Linton

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF MELISSA FARRELL

I, Melissa Farrell, declare and state as follows:

1. I was employed by **Planned Parenthood Gulf Coast, Inc. (“PPGC”)** as Director of Research from 2006 to 2018 and as the Vice President of Research from 2018 to my departure in 2019. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of **PPGC’s** business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case.
3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe

County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.

4. I currently reside in Brazoria County, Texas. During my time at PPGC, I never traveled to the above counties for work. While I may have driven through the above mentioned counties en route to another location, I rarely travel to that area in my personal life.
5. As Director of Research for PPGC, I was responsible for managing all aspects of clinical research, including vetting any studies, budgeting the studies, and deploying studies at the local level. Through my role, I also was knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC. I testified during the preliminary injunction hearing during the termination litigation proceedings in front of Judge Sparks in the Western District of Texas
6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that **Defendants' Motion to Transfer Venue concerns**, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. I currently own my own company located in Manvel, Texas. It would be far more convenient for me to appear and provide testimony at trial in Austin because as the owner of my own company, the time consuming travel from Houston to Amarillo would be highly disruptive to my business. I would be unable to run my company as efficiently and effectively from Amarillo as I would from Austin. It is a 2.5 hour drive to Austin, as

opposed to a 9 or 10 hour drive to Amarillo from Houston. I travel to Austin in my regular course of business, but I have never traveled to Amarillo. In addition, I have family obligations that would make Austin more convenient. My adult daughter has special needs and lives in with me Brazoria County, Texas. It would be much easier for me to return home in case of an emergency from Austin than from Amarillo. In addition, my father-in-law is in hospice in Galveston County, Texas. It would be much easier to get to Galveston County in an emergency from Austin than from Amarillo.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Manvel, Texas.

Melissa Farrell

Melissa Farrell

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF MELANEY LINTON

I, Melaney Linton, declare and state as follows:

1. I am currently employed as President and Chief Executive Officer of Planned Parenthood Gulf Coast, Inc. ("PPGC"). I have held this position since 2012. In addition, from 2007 to 2010, I served as the Chief Operating Officer at PPGC. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGC's business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Houston, Texas and I primarily office at the PPGC headquarters at 4600 Gulf Freeway, Houston, Texas. While I occasionally travel on behalf of PPGC, I have never travelled to any of the above-identified counties on behalf of PPGC, nor do I routinely travel to that area in my personal life.
5. As President and Chief Executive Officer for PPGC, I have overall responsibility for the organization, its mission, and its vision, and I oversee PPGC's business operations and finances, including its delivery of high-quality patient services and its claim submission and reimbursement processes. I work with senior staff leadership to ensure that PPGC remains in compliance with applicable laws. Because of my role and responsibilities, I am knowledgeable regarding the termination proceedings initiated by Texas Medicaid and Louisiana Medicaid against PPGC and of claims submitted to Texas Medicaid and Louisiana Medicaid, including during the pendency of the injunctions in the termination litigations, and I would have been involved in the execution of any research agreements or programs to which PPGC has been a party. In addition, I testified during the preliminary

injunction hearing during the termination litigation proceedings in front of Judge Sparks in the Western District of Texas.

6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin for several reasons. Due to the nature and demands of my position, it is far more convenient for me to attend trial in Austin, where I travel regularly within my normal course of business, than to take the time to travel by air or drive 9 hours to Amarillo. I can travel to and from Austin in one day. Traveling to Amarillo would take several days, limiting my ability to perform my job responsibilities effectively and efficiently. My position requires my regular presence in Houston and Louisiana. In addition, my elderly parents live in South Texas and I would be unable to get to them as quickly from Amarillo as I could from Austin in case of an emergency.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 10, 2022 in Chicago, Illinois.


Melaney A Linton (Aug 10, 2022 11:15 CDT)
Melaney Linton

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF RONDA EXNICIOUS

I, Ronda Exnicious, declare and state as follows:

1. I am currently employed by Planned Parenthood Gulf Coast, Inc. (“PPGC”) as Vice President of Revenue Cycle Management. I have performed the functions of my current position for PPGC, under various titles, since 2014. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGC’s business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore Count, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Seabrook, Texas and I primarily office at PPGC's location at 4600 Gulf Freeway, Houston, Texas. While I occasionally travel on behalf of PPGC, I have never travelled to any of the above-identified counties on behalf of PPGC. Nor have I ever travelled to that area in my personal life; I have only driven through it on my way to other destinations.
5. As Vice President of Revenue Cycle Management for PPGC, I am responsible for management and oversight of all billings and collections; claims processing, submission, and follow-up, and policies related to the same; refunds, recoupments, or remittances of payments; insurance credentialing and enrollment for PPGC's facilities and providers. I also previously had management and oversight over patient access functions of PPGC's operations. Because of my position, I am knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC and of claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations.

6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.
7. It would be far more convenient for me to appear and provide testimony at trial in Austin. Aside from the shorter distance and ease of travel from Seabrook to Austin, a 3 hour 10 minute drive, as compared to Amarillo, which would require a flight or a 9 hour 30 minute drive, generally, Austin is a more convenient location given the current health situation of my elderly mother, who lives in Weslaco, Texas, a town on the southernmost border of Texas and Mexico. She is not in good health, and I have been traveling there regularly to check on her and help her obtain the care she needs. If an emergency were to arise with her health during the time that I must appear and provide testimony at trial in this matter, Austin is 4 hour 50 minute drive away from Weslaco, while Amarillo is nearly an 11 hour 30 minute drive away.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 4, 2022 in Seabrook, Texas.

Ronda Exnicious

Ronda Exnicious

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

CIVIL ACTION NO. 2:21-CV-00022-Z

DECLARATION OF ALFRED CURTIS

I, Alfred Curtis, declare and state as follows:

1. I am currently employed by Planned Parenthood Gulf Coast, Inc. (“PPGC”) as Chief Operating Officer. I have held this position since September 2020, and prior to that I served as Chief Financial Officer of PPGC since December 2016. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary course of PPGC’s business. If called upon to testify, I could and would testify thereto.
2. I make this declaration in support of Defendants’ Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case

based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

3. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore County, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.
4. I currently reside in Houston, Texas and I primarily office at PPGC's location at 4600 Gulf Freeway, Houston, Texas. While I occasionally travel on behalf of PPGC, I have never travelled to any of the above-identified counties on behalf of PPGC. Nor have I ever travelled to that area in my personal life.
5. As Chief Operating Officer for PPGC, I am responsible for management and oversight of all operations and finances of the organization, including patient care operations and billing and collections. Through this role, I am knowledgeable regarding the termination proceedings initiated by Louisiana and Texas Medicaid against PPGC and of claims submitted to Louisiana and Texas Medicaid, including during the pendency of the injunctions in the termination litigations. I also oversee, support, and manage PPGC's relationships with other organizations, PPGC's education initiatives, and all of its administrative functions.
6. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that

Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.

7. It would be far more convenient for me to appear and provide testimony at trial in Austin for several reasons. I am the only senior executive of PPGC that works in the office each and every day, and my in-person office presence is important not only for continuity of operations but also the safety and security of our on-site employees given the increased protests and heightened threat of violence against Planned Parenthood affiliates like PPGC in recent months. I also spend as much time as I can with my elderly mother, who has health issues, and I am concerned about endangering her health with air travel to Amarillo, a 9-hour drive away, in light of the risks posed by the ongoing COVID-19 pandemic and the current monkeypox outbreak. Austin, on the other hand, is only a 2 hour 40 minute drive away. I would therefore spend less time away from the office appearing and providing testimony at trial in Austin, and I would minimize my potential exposure to illnesses that may endanger my mother's health.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 4, 2022 in Houston, Texas.



Alfred Curtis

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

NO. 2:21-CV-00022-Z

DECLARATION OF VICKIE JANE BARROW-KLEIN

I, Vickie Jane Barrow-Klein, declare and state as follows:

1. I am currently employed by Planned Parenthood Federation of America, Inc. (“PPFA”) as the Chief Financial Officer and Chief Operating Officer. I have served as Chief Financial Officer since March 2018 and as Chief Operating Officer since January 2022. Prior to that, I spent more than 20 years in the international development non-profit sector with experience working in complex federated organizations at a global scale.

2. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining the business records kept in the normal course of business by PPFA. If called upon to testify, I could and would testify to the facts in this declaration.

3. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

A. PPFA Locations, Operations, and Records

4. PPFA is a corporation organized under the laws of the State of New York.

5. PPFA maintains its headquarters and principal place of business at 123 William Street, New York, NY 10038. In addition, PPFA has two other offices in Washington, D.C., and San Francisco, California, respectively.

6. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore Count, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.

7. PPFA does not maintain any offices or records in any of the above-named counties served by the Amarillo Division. Nor does PPFA have any employees or conduct any operations in those counties.

8. Records relevant to the other Defendants' accreditation with PPFA are maintained at PPFA's offices in New York City.

B. Testimony and Convenience of Appearing at Trial in Austin or Amarillo

9. As the Chief Operating Officer and Chief Financial Officer for PPFA, I am responsible for the overall strategic oversight and leadership of PPFA's operations for all our offices, including, but not limited to, PPFA policies and procedures, human resources, finance and accounting functions, safety and security, facilities, and information technology and security. In my role, I am familiar with PPFA's overall structure and operations as a membership organization, including its relationship to its affiliates from a federation and governance perspective, as well as its policies and procedures.

10. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand that Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.

11. I currently reside in Mechanicsville, Maryland, and I work from my primary office at PPFA's location at 1110 Vermont Avenue NW, Washington, D.C., 20001. While I occasionally travel on behalf of PPFA, I have never traveled to any of the above-identified counties on behalf of PPFA. Nor do I routinely travel to that area in my personal life.

12. Based on my review of available travel options, it would be far more convenient for me to travel to Austin for trial, rather than Amarillo. I would likely fly out of a major airport in the Washington, D.C., area (and I typically fly out of the Ronald Reagan Washington National Airport in particular). According to my searches on Google Flights, there are no direct flights to Amarillo from any of the Washington, D.C., area airports on any of the major commercial airline carriers. However, the Ronald Reagan Washington National Airport—as well as other airports in

the Washington, D.C. area—have several direct flights to Austin. In addition, the nonstop flights to Austin are generally less expensive than the indirect flights to Amarillo.

13. Given the lack of direct flight options to and from Amarillo, I am not only concerned about the overall travel time of an indirect flight, but also the inconvenience that may result if my flights to or from Amarillo were cancelled. Because there are so few flight options to Amarillo, I imagine that it would be substantially more challenging to secure alternative travel arrangements to Amarillo in the event of a flight cancellation or delay. By contrast, I believe I could secure alternative travel arrangements more readily if I had a flight cancellation while traveling to or from Austin, since there are many more flights options—including a number of direct flights—between Austin and Washington, D.C.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on 08/11/2022 in Mechanicsville, Maryland.


Vickie Jane Barrow-Klein

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

NO. 2:21-CV-00022-Z

DECLARATION OF KIMBERLY CUSTER

I, Kimberly Custer, declare and state as follows:

1. I am currently employed by Planned Parenthood Federation of America, Inc. ("PPFA") as an Executive Vice President; I have held this position since January 2015. Previously, I was the Executive Vice President of Healthcare, and I shifted to become Executive Vice President and Chief Federation Engagement and Impact Officer last year. Prior to that, I served as the President and CEO of Planned Parenthood Keystone for nearly 12 years and as Vice President of Community Affairs of Planned Parenthood Orange and San Bernardino for an additional six and a half years.

2. I am over the age of 18 and have personal knowledge of the matters herein or have acquired such knowledge by personally examining business records kept in the ordinary

course of PPFA's business. If called upon to testify, I could and would testify to the facts in this declaration.

3. I make this declaration in support of Defendants' Motion to Transfer Venue in the above-captioned case. I am familiar with the claims and allegations in the above-captioned case based on my review of the Complaint filed by Relator and the Complaint in Intervention filed by the State of Texas.

4. It is my understanding that the Amarillo Division for the United States District Court for the Northern District of Texas serves the following counties: Armstrong County, Briscoe County, Carson County, Castro County, Childress County, Collingsworth County, Dallam County, Deaf Smith County, Donley County, Gray County, Hall County, Hansford County, Hartley County, Hemphill County, Hutchinson County, Lipscomb County, Moore Count, Ochiltree County, Oldham County, Parmer County, Potter County, Randall County, Roberts County, Sherman County, Swisher County, and Wheeler County.

5. I currently reside in Lehigh Valley, Pennsylvania. When I am not working remotely, my office is located at PPFA's location at 123 William Street, New York, NY 10038. I primarily work from my home. While I occasionally travel on behalf of PPFA, I have never traveled to any of the above-identified Texas counties on behalf of PPFA. Nor have I ever traveled to that area in my personal life.

6. In my role as Chief Federation Engagement and Impact Officer for PPFA, I am responsible for managing PPFA's relationship with its various affiliates. I am further responsible for overseeing the process by which PPFA affiliates become and stay accredited with PPFA.

7. I understand that I may be called to testify regarding my role and knowledge concerning the above-described matters at a trial in the above-captioned case. I also understand

that Defendants' Motion to Transfer Venue concerns, among other things, whether it would be more convenient for witnesses to appear at trial in Amarillo or Austin.

8. Based on my review of the available flight options, it would be far more convenient for me to travel to Austin for trial, rather than Amarillo. After surveying the available flight options using Google Flights, I was unable to identify any direct flights between Lehigh Valley International Airport (my preferred local airport) and Amarillo on any commercial airline carriers. Each flight requires at least two—if not three—stops in other airports. By contrast, there are a number of flights between Lehigh Valley and Austin requiring only a single stop.

9. Even if I chose to fly from Newark Liberty International Airport, which requires me to drive approximately 80 miles each way, the flight options to Amarillo are not much improved. While there are many non-stop flights between Newark and Austin, there are no direct flights between Newark and Amarillo. Moreover, the non-stop flights from Newark to Austin appear to be half the cost of the least expensive indirect flight to Amarillo.

10. Given the number of flight cancellations due to staffing shortages and COVID—which have dominated headlines over the past several months—I am perhaps most concerned with the lack of direct flights between Lehigh Valley or Newark and Amarillo. I personally have not been on a single flight in the past few years that has departed on schedule or without some kind of delay or cancellation. Substantial cancellations and delays have been widely reported in the press since COVID, and I've heard numerous stories from friends and family who have experienced the inconvenience and added cost of such delays. For example, a close family member was stranded at a major U.S. airport due to flight cancellations and arrived at their destination 24 hours later than scheduled. If one or more of my flights to or from

Amarillo were cancelled or delayed, I suspect that it would take significant additional time to secure alternative flight arrangements for travel to, or travel from, Amarillo because there appear to be very limited flight options. By contrast, I expect that I could more readily secure alternative flight arrangements for travel to, or return travel from, Austin in the event my flight was cancelled or delayed.

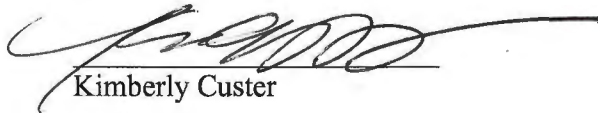
11. The increased number of layovers on a flight to Amarillo and the limited flight options would also require me to extend the duration of my travel. It is difficult for me personally to be away from home for extended periods of time, as my husband regularly travels for work and I am the primary caretaker for our family pets and an elderly relative. Because I live in a remote area, arranging alternative care is challenging, especially on short notice.

12. Finally, as a public-facing executive for PPFA, I have to make arrangements for my personal security and safety when I travel, and it would be easier for me to make those arrangements to appear at trial in Austin than Amarillo. Given my position in PPFA, I have to take certain precautions when I travel because there are individuals who may seek to harm me because of my position and employment with PPFA. Recognizing these risks, I usually coordinate security arrangements with PPFA's local affiliates when I travel, because the affiliates often have existing relationships with local law enforcement and police departments, who have experience with, and are familiar with, the security and safety concerns of Planned Parenthood employees. In this case, if I were to attend trial in Austin, Planned Parenthood of Greater Texas, Inc. ("PPGT") operates out of the Austin area, and I would work with PPGT and its local law enforcement contacts to make security arrangements for my travel to and appearance in Austin. By contrast, PPFA does not have any operations in the counties served by the Amarillo Division, nor do any of PPFA's affiliates, which would make it much more

challenging to make arrangements for my security if I had to travel there. Accordingly, I consider Austin a more convenient location to appear at trial, rather than Amarillo, for this additional reason.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on 8/9/2022 in Lehigh Valley, PA.



Kimberly Custer

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

United States of America
ex rel. ALEX DOE, Relator,

The State of Texas
ex rel. ALEX DOE, Relator,

The State of Louisiana
ex rel. ALEX DOE, Relator,

Plaintiffs,

v.

Planned Parenthood Federation of America,
Inc., Planned Parenthood Gulf Coast, Inc.,
Planned Parenthood of Greater Texas, Inc.,
Planned Parenthood South Texas, Inc.,
Planned Parenthood Cameron County, Inc.,
Planned Parenthood San Antonio, Inc.,

Defendants.

NO. 2:21-CV-00022-Z

DECLARATION OF MEGAN R. WHISLER

I, Megan R. Whisler, declare and state as follows:

1. I am a counsel with the law firm O'Melveny & Myers LLP, and I am an attorney licensed to practice law in the State of Texas and admitted to the Northern District of Texas. I represent Planned Parenthood Federation of America, Inc. ("PPFA") in the above-captioned proceeding.
2. I have personal knowledge of the facts set forth below and if called as a witness, I could and would competently testify to the below facts.

A. Distance and Travel Options: Amarillo Division v. Austin Division

3. In order to ascertain the flight availability for travel to Austin and Amarillo for anticipated witnesses in this case, I conducted a survey of flight options for several relevant

metropolitan areas to the Austin-Bergstrom International Airport (the “Austin Airport”) and the Rick Husband Amarillo International Airport (the “Amarillo Airport”) on two platforms: (1) Expedia.com, a popular travel website for commercial airline carriers, and (2) the online reservation system for Southwest Airlines, which is a major regional airline carrier in Texas. Since Southwest Airlines does not yet offer flight bookings for the trial date in this case, I used Monday, February 20, 2023 as the outbound travel date and Friday, February 24, 2023, as the return travel date (the “Travel Dates”) in conducting my searches on Expedia.com and Southwest Airlines. The results of those searches are included as exhibits to Defendants’ Motion to Transfer Venue, as described below. In addition, I summarized the number of direct flights that those searches returned, as well as the cost of the least expensive round trip flight, in a table on **Exhibit 2**.

4. In addition to researching the above-described flight options, I also researched—via Google Maps—the approximate distance between the relevant metropolitan areas and (a) Austin, Texas and (b) Amarillo, Texas, which I summarized in a table on **Exhibit 2**. The results of those searches are also included as exhibits to Defendants’ Motion to Transfer Venue, as described below.

Austin Travel: Amarillo Division v. Austin Division

5. **Exhibit 3** is a true and correct copy of a print-to-PDF of the Expedia results for flights between the Austin Airport and the Amarillo Airport on the Travel Dates.
6. **Exhibit 4** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights between the Austin Airport and the Amarillo Airport on the Travel Dates.
7. **Exhibit 5** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that Austin is approximately 500 miles from Amarillo.

San Antonio Travel: Amarillo Division v. Austin Division

8. **Exhibit 6** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the San Antonio International Airport to the Austin Airport on the Travel Dates.
9. My search on Southwest Airlines did not return any results for flights from the San Antonio International Airport to the Austin Airport on the Travel Dates.
10. **Exhibit 7** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the San Antonio International Airport to the Amarillo Airport on the Travel Dates.
11. **Exhibit 8** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the San Antonio International Airport to the Amarillo Airport on the Travel Dates.
12. **Exhibit 9** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that San Antonio is approximately 500 miles from Amarillo.
13. **Exhibit 10** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that San Antonio is approximately 80 miles from Austin.

Houston Travel: Amarillo Division v. Austin Division

14. **Exhibit 11** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Houston Hobby and George Bush International Airports in Houston to the Austin Airport on the Travel Dates.
15. **Exhibit 12** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Houston Hobby and George Bush International Airports in Houston to the Austin Airport on the Travel Dates.
16. **Exhibit 13** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Houston Hobby and George Bush International Airports in Houston to the

Amarillo Airport on the Travel Dates.

17. **Exhibit 14** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Houston Hobby and George Bush International Airports in Houston to the Amarillo Airport on the Travel Dates.

18. **Exhibit 15** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that Houston is approximately 600 miles from Amarillo.

19. **Exhibit 16** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that Houston is approximately 160 miles from Austin.

Dallas Travel: Amarillo Division v. Austin Division

20. **Exhibit 17** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Dallas-Fort Worth International Airport and Dallas Love Field Airport to the Austin Airport on the Travel Dates.

21. **Exhibit 18** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Dallas Love Field Airport to the Austin Airport on the Travel Dates.

22. **Exhibit 19** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Dallas-Fort Worth International Airport and Dallas Love Field Airport to the Amarillo Airport on the Travel Dates.

23. **Exhibit 20** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Dallas Love Field Airport to the Amarillo Airport on the Travel Dates.

24. **Exhibit 21** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that Dallas is approximately 365 miles from Amarillo.

25. **Exhibit 22** is a true and correct copy of a print-to-PDF of a map that I generated via Google Maps that reflects that Dallas is approximately 200 miles from Austin.

Baltimore/Washington, D.C. Travel: Amarillo Division v. Austin Division

26. **Exhibit 23** is a true and correct copy of a print-to-PDF of the Expedia results for flights from Washington, D.C. area airports (Ronald Reagan Washington National Airport, Washington Dulles International Airport, and Baltimore/Washington International Thurgood Marshall Airport) to the Austin Airport on the Travel Dates.
27. **Exhibit 24** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from Washington, D.C. area airports (Ronald Reagan Washington National Airport, Washington Dulles International Airport, and Baltimore/Washington International Thurgood Marshall Airport) to the Austin Airport on the Travel Dates.
28. **Exhibit 25** is a true and correct copy of a print-to-PDF of the Expedia results for flights from Washington, D.C. area airports (Ronald Reagan Washington National Airport, Washington Dulles International Airport, and Baltimore/Washington International Thurgood Marshall Airport) to the Amarillo Airport on the Travel Dates.
29. **Exhibit 26** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from Washington, D.C. area airports (Ronald Reagan Washington National Airport and Baltimore/Washington International Thurgood Marshall Airport) to the Amarillo Airport on the Travel Dates. Southwest Airlines did not return any results for flights out of Washington Dulles International Airport to the Amarillo Airport on the Travel Dates.

Baton Rouge/New Orleans Travel: Amarillo Division v. Austin Division

30. **Exhibit 27** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Baton Rouge Metropolitan Airport and the Louis Armstrong New Orleans International Airport to the Austin Airport on the Travel Dates.

31. **Exhibit 28** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Louis Armstrong New Orleans International Airport to the Austin Airport on the Travel Dates. Southwest Airlines did not offer any flights out of the Baton Rouge Metropolitan Airport.
32. **Exhibit 29** is a true and correct copy of a print-to-PDF of the Expedia results for flights from the Baton Rouge Metropolitan Airport and the Louis Armstrong New Orleans International Airport to the Amarillo Airport on the Travel Dates.
33. **Exhibit 30** is a true and correct copy of a print-to-PDF of the Southwest Airlines results for flights from the Louis Armstrong New Orleans International Airport to the Amarillo Airport on the Travel Dates. Southwest Airlines did not offer any flights out of the Baton Rouge Metropolitan Airport.

B. Locations of Key Entities, Witnesses, and Documents

34. Texas Health & Human Services: **Exhibit 31** is a true and correct copy of a print-to-PDF that I generated from the “Contact Us” webpage, located at <https://hhs.texas.gov/about/contact-us>, for the Texas Health & Human Services Commission (“HHSC”), which states that HHSC is headquartered in Austin, Texas.
35. Office of Inspector General, HHSC: **Exhibit 32** is a true and correct copy of a PDF that I generated from a screen capture of the homepage for the Office of Inspector General for HHSC (“HHSC-OIG”), located at <https://oig.hhs.texas.gov/>, which states that its Austin headquarters is located at Burnet Road Building 902 Austin, TX 78758. Notably, the HHSC-OIG letterhead, attached as Exhibit B to Relator’s Complaint, also includes a return address in Austin, Texas.
36. Louisiana Department of Health: **Exhibit 33** is a true and correct copy of a print-to-PDF

that I generated from the “Contact Us” webpage for the Louisiana Department of Health (“LDH”), located at <https://ldh.la.gov/page/contacts>, which states that LDH’s physical address is located at 628 N. 4th Street, Baton Rouge, Louisiana, consistent with the address identified on the LDH letterhead attached to Relator’s Complaint as Exhibit A.

37. Centers for Medicare and Medicaid Services: **Exhibit 34** is a true and correct copy of a print-to-PDF that I generated from the “Contact Us” page for the Centers for Medicare and Medicaid Services (“CMS”), located at <https://www.medicare.gov/about-us/contact-us/index.html>, which identifies the following address for CMS: 7500 Security Boulevard, Baltimore, Maryland 21244-1850.
38. U.S. Department of Health & Human Services: **Exhibit 35** is a true and correct copy of a print-to-PDF that I generated from the “Contact Us” page for the United States Department of Health & Human Services (“DHHS”), located at <https://www.hhs.gov/about/contact-us/index.html>, which identifies the following address for DHHS: 200 Independence Avenue, S.W., Washington, D.C. 20201.
39. University of Texas Medical Branch: **Exhibit 36** is a true and correct copy of a print-to-PDF that I generated from the “FAQs and Contact Information” webpage, located at <https://www.utmb.edu/contact/>, for the University of Texas Medical Branch (“UTMB”), which identifies the following address for UTMB: 301 University Boulevard, Galveston, Texas 77555.
40. Baylor College of Medicine: **Exhibit 37** is a true and correct copy of a print-to-PDF that I generated from the “Contact Us” webpage for Baylor College of Medicine (“BCM”), located at <https://www.bcm.edu/contact-us>, which identifies the following address for BCM: One Baylor Plaza, Houston, TX 77030.

41. 261st District Court, Travis County: **Exhibit 38** is a true and correct copy of a print-to-PDF that I generated from the homepage for the 261st District Court for Travis County, located at <https://www.traviscountytexas.gov/courts/civil/district/261>, showing that court's location at 1000 Guadalupe, Austin, Texas.
42. Texas Medicaid & Healthcare Partnership: **Exhibit 39** contains true and correct copies of pages that I excerpted from the Texas Medicaid Provider Procedures Manual, updated on June 30, 2022, which I accessed via the "Resources" webpage for Texas Medicaid & Healthcare Partnership ("TMHP"), located at <https://www.tmhp.com/resources/provider-manuals/tmppm>. The excerpted pages provide for the submission of paper Medicaid claims to TMHP at the following address: Texas Medicaid & Healthcare Partnership Claims, PO Box, 200555, Austin, Texas 78720-0555. In addition, "Appendix A: State, Federal and TMHP Contact Information" to the Manual directs all other correspondence to PO Boxes located in Austin, Texas, all of which supports the conclusion that TMHP operations are located in Austin, Texas.
43. Stuart Bowen. **Exhibit 40** is a true and correct copy of a print-to-PDF that I generated of Stuart Bowen's profile on State Bar of Texas's website, which shows that Mr. Bowen currently practices at 4010 Long Champ Drive in Austin, Texas.
44. Charles Smith. **Exhibit 41** is a true and correct copy of a print-to-PDF that I generated of the LinkedIn profile for Charles Smith, which identifies his prior work experience as the former Executive Commissioner for HHSC and indicates that he resides in the Austin area.
45. Cecile Erwin Young. **Exhibit 42** is a true and correct copy of a print-to-PDF that I generated of the LinkedIn profile for Cecile Erwin Young, who identifies herself as the Executive Commissioner for HHSC.

46. Stephanie Stephens. **Exhibit 43** is a true and correct copy of a print-to-PDF that I generated of the LinkedIn profile for Stephanie Stephens, who identifies herself as the Texas Medicaid Director at HHSC.
47. Ted Spears. **Exhibit 44** is a true and correct copy of a print-to-PDF that I generated of Dr. Spears's profile on the Texas Medical Board website. I identified Dr. Spears's profile by running a search on the Texas Medical Board website using information from Mr. Spears's CV, which was admitted into evidence as Defendant's Exhibit 92 in the underlying January 2017 preliminary injunction proceedings before Judge Sparks.
48. Texas's Initial Disclosures. **Exhibit 45** is a true and correct copy of the Initial Disclosures that the State of Texas served in the above-captioned action.
49. Texas Expert Report. **Exhibit 46** is a true and correct copy of the Expert Report of Donald E. Lochabay Jr. for Texas (exclusive of exhibits and underlying data) that was served upon PPFA in the above-captioned action.

I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct.

Executed this 12th day of August 2022 in Dallas, Texas.


Megan R. Whisler

EXHIBIT 2

EXHIBIT 2: SUMMARY TABLE OF MILEAGE AND DIRECT FLIGHTS

	AUSTIN	AMARILLO	AFFECTED PARTY WITNESSES	AFFECTED NON-PARTY WITNESSES
AUSTIN	n/a	491 Miles	HHSC Witnesses HHSC-OIG Witnesses	TMHP Witnesses Stuart Bowen
	n/a	1 Direct Flights Least Expensive: \$168	Ken Lambrecht (PPGT) Kasia White (PPGT) Dan Sannes (PPGT)	Charles Smith
SAN ANTONIO	79.5 Miles	507 Miles	Polin Barraza (PPST)	Jeffrey Hons (Former PPST)
	0 Direct Flights ¹ Least Expensive: \$526	0 Direct Flights Least Expensive: \$222		
HOUSTON	162 Miles	599 Miles	Melaney Linton (PPGC) Ronda Exnicious (PPGC)	Melissa Farrell (Former PPGC)
	13 Direct Flights Least Expensive: \$218	2 Direct Flights Least Expensive: \$481 (direct) or \$255 (indirect)	Alfred Curtis (PPGC) Sheila McKinney (PPGT)	BCM Witnesses UTMB Witnesses
DALLAS / FORT WORTH	195 Miles	365 Miles	Beth Watson (PPGT)	
	24 Direct Flights Least Expensive: \$218	11 Direct Flights Least Expensive: \$218		
BALTIMORE / WASHINGTON, D.C.	9 Direct Flights Least Expensive: \$368	0 Direct Flights Least Expensive: \$432	Vickie Barrow-Klein (PPFA)	DHHS Witnesses CMS Witnesses
BATON ROUGE / NEW ORLEANS	8 Direct Flights Least Expensive: \$282	0 Direct Flights Least Expensive: \$441		LDH Witnesses

¹ San Antonio's proximity to Austin likely accounts for the lack of direct flights between these two cities.

EXHIBIT 3



Expedia

More travel ▾



English

List your property

Support

Trips

Notifications

Austin to Amarillo

Feb 20 - Feb 24

Filters

Choose departing flight > Choose returning flight > Review your trip

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

10:31am - 1:40pm

Austin (AUS) - Amarillo (AMA)

3h 9m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

12:35pm - 3:45pm

Austin (AUS) - Amarillo (AMA)

3h 10m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

8:15am - 11:32am

Austin (AUS) - Amarillo (AMA)

3h 17m (1 stop)

47m in Dallas (DFW)

American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel

Add a hotel to your trip and save.

App. 84

[Shop flight + hotel](#) >**8:20pm - 11:43pm**

Austin (AUS) - Amarillo (AMA)

3h 23m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

2:30pm - 5:56pm

Austin (AUS) - Amarillo (AMA)

3h 26m (1 stop)

52m in Dallas (DFW)

 American Airlines

2 left at

\$448

Roundtrip per traveler

4:35pm - 8:13pm

Austin (AUS) - Amarillo (AMA)

3h 38m (1 stop)

1h in Dallas (DFW)

 American Airlines

2 left at

\$448

Roundtrip per traveler

6:00am - 9:44am

Austin (AUS) - Amarillo (AMA)

3h 44m (1 stop)

1h 18m in Dallas (DFW)

 American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

7:34pm - 11:43pm

Austin (AUS) - Amarillo (AMA)

4h 9m (1 stop)

1h 39m in Dallas (DFW)

 American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

7:15am - 11:30am

Austin (AUS) - Amarillo (AMA)

4h 15m (1 stop)

1h 26m in Houston (IAH)

 United • United 4345 operated by Commutair DBA United Express

2 left at

\$619

Roundtrip per traveler

5:30pm - 9:50pm

Austin (AUS) - Amarillo (AMA)

4h 20m (1 stop)

2 left at

\$489

App. 85

4h 25m

1h 31m in Houston (IAH)

 United • United 4859 operated by Commutair DBA United Express


Roundtrip per traveler

9:15am - 1:40pm

Austin (AUS) - Amarillo (AMA)

4h 25m (1 stop)

1h 53m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

11:15am - 3:45pm

Austin (AUS) - Amarillo (AMA)

4h 30m (1 stop)

1h 59m in Dallas (DFW)

 American Airlines • American Airlines 3998 operated by Envoy Air As American Eagle, American Airlines 5696 operated by Mesa Airlines As American Eagle

2 left at

\$511


Roundtrip per traveler

7:00am - 11:32am

Austin (AUS) - Amarillo (AMA)

4h 32m (1 stop)

2h 1m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

5:00am - 9:44am

Austin (AUS) - Amarillo (AMA)

4h 44m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

6:40pm - 11:43pm

Austin (AUS) - Amarillo (AMA)

5h 3m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

10:31am - 3:45pm

Austin (AUS) - Amarillo (AMA)

5h 14m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

10:05am - 5:54pm

App. 86 2 left at

Austin (AUS) - Amarillo (AMA)

5h 21m (1 stop)

2h 50m in Dallas (DFW)

 American Airlines**\$448**

Roundtrip per traveler

8:15am - 1:40pm

Austin (AUS) - Amarillo (AMA)

5h 25m (1 stop)

2h 52m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

2 left at

\$511


Roundtrip per traveler

6:00am - 11:32am

Austin (AUS) - Amarillo (AMA)

5h 32m (1 stop)

3h 3m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

2:30pm - 8:13pm

Austin (AUS) - Amarillo (AMA)

5h 43m (1 stop)

3h 7m in Dallas (DFW)

 American Airlines

2 left at

\$448

Roundtrip per traveler

5:46am - 11:30am

Austin (AUS) - Amarillo (AMA)

5h 44m (1 stop)

3h in Houston (IAH)

 United • United 4345 operated by Commutair DBA United Express

1 left at

\$489

Roundtrip per traveler

9:15am - 3:45pm

Austin (AUS) - Amarillo (AMA)

6h 30m (1 stop)

3h 58m in Dallas (DFW)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

2 left at

\$511

Roundtrip per traveler

5:00am - 11:32am

Austin (AUS) - Amarillo (AMA)

6h 32m (1 stop)

4h in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

2 left at

\$448

Roundtrip per traveler

5:45am - 12:41pm

App. 87 2 left at

Austin (AUS) - Amarillo (AMA)

6h 56m (1 stop)

3h 20m in Denver (DEN)

United • United 5682 operated by Skywest DBA United Express

\$619

Roundtrip per traveler

12:20pm - 7:41pm

Austin (AUS) - Amarillo (AMA)

7h 21m (2 stops)

1h 32m in Houston (IAH) • 1h 1m in Denver (DEN)

United • United 4719 operated by Skywest DBA United Express

2 left at**\$673**

Roundtrip per traveler

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Our app takes you further

When you book on the app you can save up to 25% on select hotels while earning double the points with every booking. With these app deals you'll save even more on trips, and that means you can take more trips, and manage it all on the go.

[Switch to the app](#)

EXHIBIT 4

FEB 20 - 24
✈ AUS → AMA

Modify

✈ Depart: AUS → AMA

Austin, TX - AUS to Amarillo, TX - AMA

Government taxes & fees included
All fares are rounded up to the nearest dollar.

\$

Points

SAT
Feb 18SUN
Feb 19MON
Feb 20TUE
Feb 21WED
Feb 22Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

Nonstop ☐All day ☐

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare Farecast # 2967

7:50 PM → 9:20 PM

Nonstop

1h 30m

\$204

\$164

\$114

\$84

2458 / 1881

2:00 PM → 5:25 PM

1 stop
Change planes DAL

3h 25m

\$343

\$303
5 left\$253
5 left\$223
5 left

888 / 1398

7:15 PM → 11:00 PM

1 stop
Change planes DAL

3h 45m

\$238

\$198

\$148

\$118

989 / 2179

10:00 AM → 1:55 PM

1 stop
Change planes DAL

3h 55m

\$386

\$346
1 left\$296
1 left\$266
1 left

210 / 1459

5:45 AM → 10:30 AM

1 stop
Change planes DAL

4h 45m

\$249

\$209

\$159

\$129

327 / 2179

8:45 AM → 1:55 PM

1 stop
Change planes DAL

5h 10m

\$375

\$335
1 left\$285
1 left\$255
1 left

310 / 1398

5:35 PM → 11:00 PM

1 stop
Change planes DAL

5h 25m

\$270

\$230

\$180

\$150

606 / 2367

9:20 AM → 3:10 PM

1 stop
Change planes LAS

5h 50m

\$404

\$364

Unavailable

Unavailable

2214 / 1881

11:25 AM → 5:25 PM

1 stop
Change planes DAL

6h 0m

\$375

\$335
5 left\$285
5 left\$255
5 left

585 / 1858

6:25 AM → 12:50 PM

1 stop
Change planes DEN

6h 25m

\$404

\$364

Unavailable

Unavailable

989 / 1881

10:00 AM → 5:25 PM

1 stop
Change planes DAL

7h 25m

App. 90



Return: AMA → AUS

Amarillo, TX - AMA to Austin, TX - AUS

Government taxes & fees included

All fares are rounded up to the nearest dollar.

\$

Points

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fares
Calendar**First 2 bags fly free®**

Weight, size & excess limits apply

Sort by

Departure time ▼

Filter by

Nonstop ☐

All day ▼

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

156 / 5569

6:00AM → **10:50**AM1 stop
Change planes DAL

4h 50m

\$249**\$209**
3 left**\$159**
3 left**\$129**
3 left

156 / 1841

6:00AM → **12:45**PM1 stop
Change planes DAL

6h 45m

\$281**\$241**
3 left**\$191**
3 left**\$161**
3 left

Low fare

Fastest

150

6:50AM → **8:25**AM

Nonstop

1h 35m

\$204**\$164****\$114****\$84**

1480 / 1948

11:05AM → **2:35**PM1 stop
Change planes DAL

3h 30m

\$397**\$357****\$307****\$277**

1480 / 1812

11:05AM → **4:50**PM1 stop
Change planes DAL

5h 45m

\$404**\$364**

Unavailable

Unavailable

1856 / 2393

1:30PM → **7:05**PM1 stop
Change planes LAS

5h 35m

\$404**\$364**

Unavailable

Unavailable

484 / 1005

2:30PM → **6:15**PM1 stop
Change planes DAL

3h 45m

\$375**\$335****\$285****\$255**

484 / 1243

2:30PM → **7:40**PM1 stop
Change planes DAL

5h 10m

\$343**\$303**
1 left**\$253**
1 left**\$223**
1 left

484 / 474

2:30PM → **9:00**PM1 stop
Change planes DAL

6h 30m

\$332**\$292**
2 left**\$242**
2 left**\$212**
2 left

2387 / 1979

3:50PM → **10:35**PM1 stop
Change planes DEN

6h 45m

\$386**\$346**
1 left**\$296**
1 left**\$266**
1 left

575 / 474

6:00PM → **9:00**PM1 stop
Change planes DAL

3h 0m

\$306**\$266**
3 left**\$216**
3 left**\$186**
3 left

Important fare and schedule information

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.
- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military fares](#), please call 1-800-I-FLY-SWA (1-800-435-9792). This fare is a discount off the "Anytime" fares. Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e: a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.

²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, ([where available](#)), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

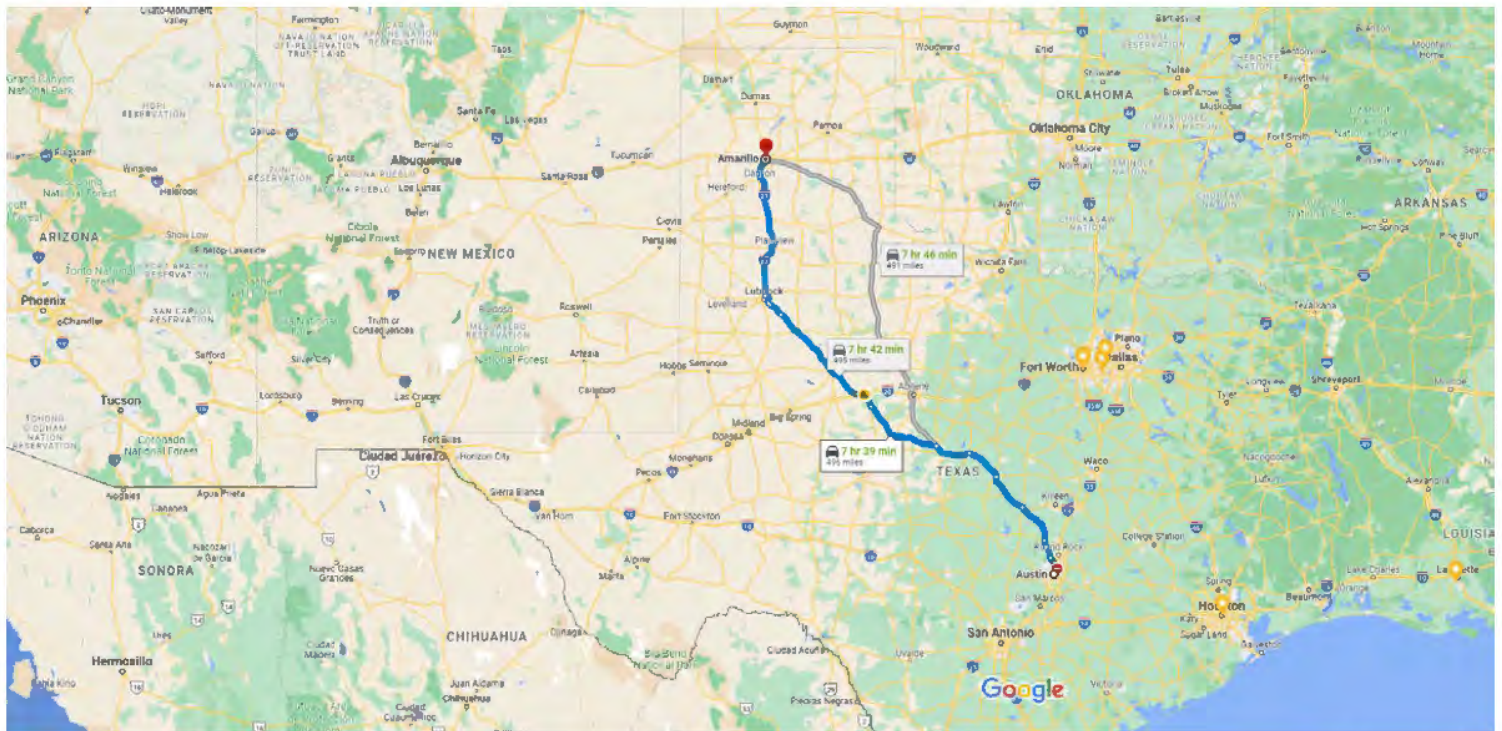
¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.



EXHIBIT 5

Google Maps Austin, TX to Amarillo, TX

Drive 496 miles, 7 hr 39 min



Map data ©2022 Google, INEGI 50 mi

- 
via I-27 N **7 hr 39 min**
 Fastest route now due to traffic conditions **496 miles**
 This route has tolls.
- 
via US-183 Hwy N and I-27 N **7 hr 42 min**
495 miles
- 
via US-83 N **7 hr 46 min**
491 miles

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EXHIBIT 6



Expedia

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San Antonio to Austin

Feb 20 - Feb 24

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[Sign in](#)

4:20pm - 7:04pm

San An... (SAT) - Austin (AUS)

2h 44m (1 stop)

45m in Houston (IAH)

**\$526**

Roundtrip per traveler

5:55pm - 8:39pm

San An... (SAT) - Austin (AUS)

2h 44m (1 stop)

45m in Houston (IAH)

**\$526**

Roundtrip per traveler

6:35am - 9:31am

San An... (SAT) - Austin (AUS)

2h 56m (1 stop)

40m in Dallas (DFW)

**\$611**

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel

Add a hotel to your trip and save.

App. 96

[Shop flight + hotel](#) >**5:45am - 8:44am**

San An... (SAT) - Austin (AUS)

2h 59m (1 stop)

1h 5m in Houston (IAH)

 United**\$526**

Roundtrip per traveler

8:30pm - 11:30pm

San An... (SAT) - Austin (AUS)

3h 0m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

10:25am - 1:27pm

San An... (SAT) - Austin (AUS)

3h 2m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

2:40pm - 5:42pm

San An... (SAT) - Austin (AUS)

3h 2m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

8:15am - 11:19am

San An... (SAT) - Austin (AUS)

3h 4m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

6:35pm - 9:39pm

San An... (SAT) - Austin (AUS)

3h 4m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

12:24pm - 3:29pm

San An... (SAT) - Austin (AUS)

\$526

Roundtrip per traveler

App. 97

3h 5m (1 stop)

1h 6m in Houston (IAH)

 United**10:00am - 1:09pm**

San An... (SAT) - Austin (AUS)

3h 9m (1 stop)

1h 10m in Houston (IAH)

 United**\$526**

Roundtrip per traveler

2:15pm - 5:29pm

San An... (SAT) - Austin (AUS)

3h 14m (1 stop)

1h 15m in Houston (IAH)

 United**\$526**

Roundtrip per traveler

5:05am - 8:20am

San An... (SAT) - Austin (AUS)

3h 15m (1 stop)

55m in Dallas (DFW)

 American Airlines • American Airlines 3998 operated by Envoy Air As American Eagle**\$611**

Roundtrip per traveler

12:30pm - 3:48pm

San An... (SAT) - Austin (AUS)

3h 18m (1 stop)

55m in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

7:30am - 10:53am

San An... (SAT) - Austin (AUS)

3h 23m (1 stop)

1h 30m in Houston (IAH)

 United**\$526**

Roundtrip per traveler

4:33pm - 7:59pm

San An... (SAT) - Austin (AUS)

3h 26m (1 stop)

1h in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

7:00pm - 10:34pm

App. 98

San An... (SAT) - Austin (AUS)

\$526

3h 34m (1 stop)

Roundtrip per traveler

1h 30m in Houston (IAH)

 United**2:40pm - 6:33pm****\$611**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

3h 53m (1 stop)

1h 35m in Dallas (DFW)

 American Airlines**7:15am - 11:19am****\$611**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

4h 4m (1 stop)

1h 45m in Dallas (DFW)

 American Airlines**6:35pm - 10:43pm****\$611**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

4h 8m (1 stop)

1h 45m in Dallas (DFW)

 American Airlines**9:10am - 1:27pm****\$611**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

4h 17m (1 stop)

1h 55m in Dallas (DFW)

 American Airlines**4:20pm - 8:39pm****\$526**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

4h 19m (1 stop)

2h 20m in Houston (IAH)

 United**5:05am - 9:31am****\$611**

San An... (SAT) - Austin (AUS)

Roundtrip per traveler

4h 26m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines**4:33pm - 8:59pm**

App. 99

San An... (SAT) - Austin (AUS)

4h 26m (1 stop)

2h in Dallas (DFW)

 American Airlines**\$611**

Roundtrip per traveler

5:55pm - 10:34pm

San An... (SAT) - Austin (AUS)

4h 39m (1 stop)

2h 40m in Houston (IAH)

 United**\$526**

Roundtrip per traveler

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EXHIBIT 7

**Expedia**

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San Antonio to Amarillo

Feb 20 - Feb 24

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Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

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6:35am - 9:44am

San An... (SAT) - Amarillo (AMA)

3h 9m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle

2 left at

\$407

Roundtrip per traveler

8:30pm - 11:43pm

San An... (SAT) - Amarillo (AMA)

3h 13m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

1 left at

\$407

Roundtrip per traveler

10:25am - 1:40pm

San An... (SAT) - Amarillo (AMA)

3h 15m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

1 left at

\$446

Roundtrip per traveler

12:30pm - 3:45pm

San An... (SAT) - Amarillo (AMA)

3h 15m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

4 left at

\$500

Roundtrip per traveler

2:40pm - 5:56pm

San An... (SAT) - Amarillo (AMA)

3h 16m (1 stop)

40m in Dallas (DFW)

 American Airlines

4 left at

\$407

Roundtrip per traveler

8:15am - 11:32am

San An... (SAT) - Amarillo (AMA)

3h 17m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle**\$500**

Roundtrip per traveler

4:33pm - 8:13pm

San An... (SAT) - Amarillo (AMA)

3h 40m (1 stop)

1h in Dallas (DFW)

 American Airlines**\$407**

Roundtrip per traveler

5:55pm - 9:50pm

San An... (SAT) - Amarillo (AMA)

3h 55m (1 stop)

1h 5m in Houston (IAH)

 United • United 4859 operated by Commutair DBA United Express

3 left at

\$495

Roundtrip per traveler

7:30am - 11:30am

San An... (SAT) - Amarillo (AMA)

4h 0m (1 stop)

1h 10m in Houston (IAH)

 United • United 4345 operated by Commutair DBA United Express

3 left at

\$625

Roundtrip per traveler

7:15am - 11:32am

San An... (SAT) - Amarillo (AMA)

4h 17m (1 stop)

\$500

Roundtrip per traveler

1h 45m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle**9:10am - 1:40pm**

San An... (SAT) - Amarillo (AMA)

4h 30m (1 stop)

1h 55m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

4 left at

\$500

Roundtrip per traveler

5:05am - 9:44am

San An... (SAT) - Amarillo (AMA)

4h 39m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle

1 left at

\$433

Roundtrip per traveler

6:35am - 11:32am

San An... (SAT) - Amarillo (AMA)

4h 57m (1 stop)

2h 25m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

3 left at

\$433

Roundtrip per traveler

6:35pm - 11:43pm

San An... (SAT) - Amarillo (AMA)

5h 8m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle**\$407**

Roundtrip per traveler

10:25am - 3:45pm

San An... (SAT) - Amarillo (AMA)

5h 20m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

1 left at

\$446


Roundtrip per traveler

8:15am - 1:40pm

San An... (SAT) - Amarillo (AMA)

5h 25m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

1 left at

\$446

Roundtrip per traveler

12:30pm - 5:56pm

3 left at

San An... (SAT) - Amarillo (AMA)
 5h 26m (1 stop)
 2h 50m in Dallas (DFW)
 American Airlines

\$407

Roundtrip per traveler

4:20pm - 9:50pm

San An... (SAT) - Amarillo (AMA)
 5h 30m (1 stop)
 2h 40m in Houston (IAH)
 United • United 4859 operated by Commutair DBA United Express

3 left at

\$545

Roundtrip per traveler

2:40pm - 8:13pm

San An... (SAT) - Amarillo (AMA)
 5h 33m (1 stop)
 2h 55m in Dallas (DFW)
 American Airlines

1 left at

\$407

Roundtrip per traveler

5:45am - 11:30am

San An... (SAT) - Amarillo (AMA)
 5h 45m (1 stop)
 3h in Houston (IAH)
 United • United 4345 operated by Commutair DBA United Express

1 left at

\$545

Roundtrip per traveler

1:42pm - 7:41pm


San An... (SAT) - Amarillo (AMA)
 5h 59m (1 stop)
 2h 27m in Denver (DEN)
 United • United 4719 operated by Skywest DBA United Express

3 left at

\$545

Roundtrip per traveler

7:15am - 1:40pm

San An... (SAT) - Amarillo (AMA)
 6h 25m (1 stop)
 3h 50m in Dallas (DFW)
 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

1 left at

\$446

Roundtrip per traveler

5:05am - 11:32am

San An... (SAT) - Amarillo (AMA)
 6h 27m (1 stop)
 4h in Dallas (DFW)
 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

1 left at

\$433

Roundtrip per traveler

9:10am - 3:45pm

1 left at

App. 105

San An... (SAT) - Amarillo (AMA)

6h 35m (1 stop)

4h In Dallas (DFW)

American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

\$500

Roundtrip per traveler

5:45am - 12:41pm

San An... (SAT) - Amarillo (AMA)

6h 56m (1 stop)

3h 20m In Denver (DEN)

United • United 5682 operated by Skywest DBA United Express

3 left at

\$495

Roundtrip per traveler

8:55am - 7:41pm

San An... (SAT) - Amarillo (AMA)

10h 46m (1 stop)

7h 6m In Denver (DEN)

United • United 4719 operated by Skywest DBA United Express

3 left at

\$519

Roundtrip per traveler

8:35am - 7:41pm

San An... (SAT) - Amarillo (AMA)

11h 6m (2 stops)

2h 56m In Salt Lake City (SLC) • 2h 32m In Denver (DEN)

Multiple airlines • United 5775 and 4719 operated by Skywest DBA United Express

1 left at

\$901

Roundtrip per traveler

8:35am - 7:41pm

San An... (SAT) - Amarillo (AMA)

11h 6m (2 stops)

4h 16m In Salt Lake City (SLC) • 1h 16m In Denver (DEN)

Multiple airlines • United 4719 operated by Skywest DBA United Express

5 left at

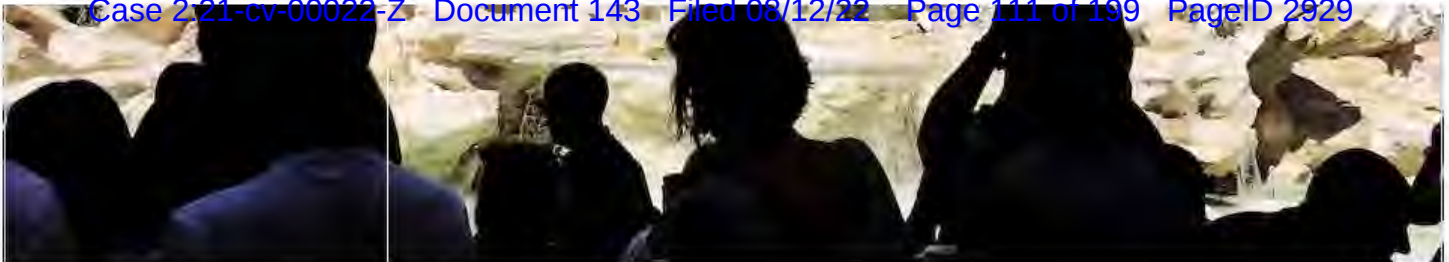
\$907

Roundtrip per traveler

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App. 106



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EXHIBIT 8


 FEB 20 - 24
 ✈️ SAT → AMA

Modify

✈️ Depart: SAT → AMA

San Antonio, TX - SAT to Amarillo, TX - AMA

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

Points

 SAT
 Feb 18

 SUN
 Feb 19

 MON
 Feb 20

 TUE
 Feb 21

 WED
 Feb 22
Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare # 427 / 1388

7:45 PM → 11:00 PM

1 stop

Change planes DAL

3h 15m

\$249

\$209

\$159

\$129

2375 / 2179

10:30 AM → 1:55 PM

1 stop

Change planes DAL

3h 25m

\$374

\$334
5 left\$284
5 left\$254
5 left

330 / 1459

6:55 AM → 10:30 AM

1 stop

Change planes DAL

3h 35m

\$345

\$305

\$255

\$225

Low fare # 124 / 1388

6:40 PM → 11:00 PM

1 stop

Change planes DAL

4h 20m

\$249

\$209

\$159

\$129

Low fare # 939 / 1459

5:55 AM → 10:30 AM

1 stop

Change planes DAL

4h 35m

\$249

\$209

\$159

\$129

5871 / 1891

12:30 PM → 5:25 PM

1 stop

Change planes DAL

4h 55m

\$332

\$292
2 left\$242
2 left\$212
2 left

2375 / 1891

10:30 AM → 5:25 PM

1 stop

Change planes DAL

6h 55m

\$351

\$311
2 left\$261
2 left\$231
2 left

330 / 2179

6:55 AM → 1:55 PM

1 stop

Change planes DAL

7h 0m

\$395

\$355
2 left\$305
2 left\$275
2 left

2271 / 1858

5:35 AM → 12:50 PM

1 stop

Change planes DEN

7h 15m

\$409

\$369

\$319

\$289

2835 / 1388

3:20 PM → 11:00 PM

1 stop

Change planes DAL

7h 40m

\$267

\$227

\$177

\$147



Return: AMA → SAT

All fares are rounded up to the nearest dollar.



Points

Amarillo, TX - AMA to San Antonio, TX - SAT

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Fastest # 1480 / 1370

11:05 AM → 2:40 PM

1 stop
Change planes DAL

3h 35m

\$409

\$369

\$319

\$289

575 / 2728

6:00 PM → 10:20 PM

1 stop
Change planes DAL

4h 20m

\$249

\$209
5 left\$159
5 left\$129
5 left

484 / 1558

2:30 PM → 7:00 PM

1 stop
Change planes DAL

4h 30m

\$374

\$334

\$284

\$254

156 / 576

6:00 AM → 10:45 AM

1 stop
Change planes DAL

4h 45m

\$249

\$209

\$159

\$129

Low fare # 575 / 1789

6:00 PM → 11:20 PM

1 stop
Change planes DAL

5h 20m

\$213

\$173

\$123

\$93

1856 / 3085

1:30 PM → 7:00 PM

1 stop
Change planes LAS

5h 30m

\$389

\$349
1 left\$299
1 left\$269
1 left

1460 / 1508

11:05 AM → 5:30 PM

1 stop
Change planes DAL

6h 25m

\$409

\$369

\$319

\$289

156 / 1246

6:00 AM → 12:45 PM

1 stop
Change planes DAL

6h 45m

\$300

\$260
3 left\$210
3 left\$180
3 left

2387 / 531

3:50 PM → 10:55 PM

1 stop
Change planes DEN

7h 5m

\$311

\$271
4 left\$221
4 left\$191
4 left

484 / 2728

2:30 PM → 10:20 PM

1 stop
Change planes DAL

7h 50m

\$271

\$231
3 left\$181
3 left\$151
3 leftSave up to \$375 with Flight + Hotel⁴

See packages

Continue

Important fare and schedule information

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.

- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military fares](#), please call 1-800-I-FLY-SWA (1-800-435-9792). **This fare is a discount off the "Anytime" fares.** Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e: a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.

²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, [\(where available\)](#), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

EXHIBIT 9

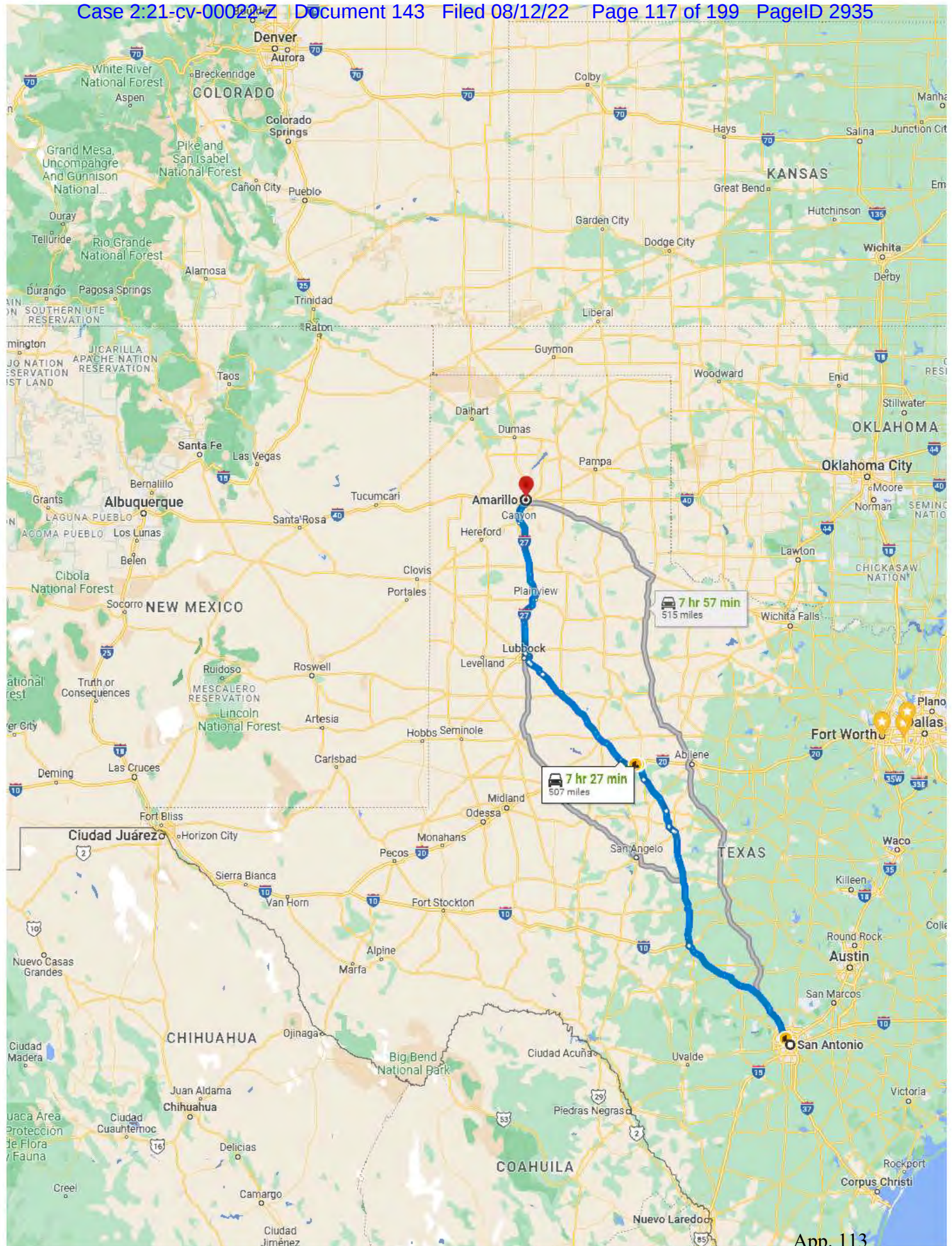


EXHIBIT 10



EXHIBIT 11



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Houston to Austin

Feb 20 - Feb 24

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Choose departing flight > Choose returning flight > Review your trip

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

10:00am - 10:53am

Houston (IAH) - Austin (AUS)

53m (Nonstop)

United

\$218

Roundtrip per traveler

7:45am - 8:44am

Houston (IAH) - Austin (AUS)

59m (Nonstop)

United

\$218

Roundtrip per traveler

12:10pm - 1:09pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

United

\$218

Roundtrip per traveler

2:30pm - 3:29pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

 United**\$218**

Roundtrip per traveler

4:30pm - 5:29pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

 United**\$218**

Roundtrip per traveler

6:05pm - 7:04pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

 United**\$218**

Roundtrip per traveler

7:40pm - 8:39pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

 United**\$218**

Roundtrip per traveler

9:35pm - 10:34pm

Houston (IAH) - Austin (AUS)

59m (Nonstop)

 United**\$218**

Roundtrip per traveler

8:25am - 11:19am

Houston (HOU) - Austin (AUS)

2h 54m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5881 operated by Mesa Airlines As American Eagle**\$356**


Roundtrip per traveler

6:27am - 9:31am

Houston (HOU) - Austin (AUS)

3h 4m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5730 operated by Mesa Airlines As American Eagle

5 left at

\$356

Roundtrip per traveler

10:22am - 1:27pm

Houston (HOU) - Austin (AUS)

3h 5m (1 stop)

1 left at

\$325

Roundtrip per traveler

App. 118

40m in Dallas (DFW)

 American Airlines • American Airlines 5687 operated by Mesa Airlines As American Eagle**8:24pm - 11:30pm**

Houston (IAH) - Austin (AUS)

3h 6m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5824 operated by Mesa Airlines As American Eagle**\$406**

Roundtrip per traveler

10:20am - 1:27pm

Houston (IAH) - Austin (AUS)

3h 7m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$356**

Roundtrip per traveler

6:32pm - 9:39pm

Houston (HOU) - Austin (AUS)

3h 7m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5697 operated by Mesa Airlines As American Eagle

1 left at

\$356

Roundtrip per traveler

2:35pm - 5:42pm

Houston (HOU) - Austin (AUS)

3h 7m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle**\$406**

Roundtrip per traveler

6:23am - 9:31am

Houston (IAH) - Austin (AUS)

3h 8m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

8:06am - 11:19am

Houston (IAH) - Austin (AUS)

3h 13m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$356**

Roundtrip per traveler

6:24pm - 9:39pm

Houston (IAH) - Austin (AUS)

3h 15m (1 stop)

\$325

Roundtrip per traveler

40m in Dallas (DFW)

 American Airlines**5:05am - 8:20am**

Houston (HOU) - Austin (AUS)

3h 15m (1 stop)

55m in Dallas (DFW)

 American Airlines • American Airlines 5786 operated by Mesa Airlines As American Eagle, American Airlines 3998 operated by Envoy Air As American Eagle

2 left at

\$356

Roundtrip per traveler

2:26pm - 5:42pm

Houston (IAH) - Austin (AUS)

3h 16m (1 stop)

40m in Dallas (DFW)

 American Airlines

2 left at

\$406

Roundtrip per traveler

5:00am - 8:20am

Houston (IAH) - Austin (AUS)

3h 20m (1 stop)

55m in Dallas (DFW)

 American Airlines • American Airlines 3998 operated by Envoy Air As American Eagle

3 left at

\$356


Roundtrip per traveler

12:26pm - 3:48pm

Houston (HOU) - Austin (AUS)

3h 22m (1 stop)

55m in Dallas (DFW)

 American Airlines • American Airlines 5799 operated by Mesa Airlines As American Eagle

4 left at

\$356

Roundtrip per traveler

12:17pm - 3:48pm

Houston (IAH) - Austin (AUS)

3h 31m (1 stop)

55m in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

4:18pm - 7:59pm

Houston (IAH) - Austin (AUS)

3h 41m (1 stop)

1h in Dallas (DFW)

 American Airlines**\$356**

Roundtrip per traveler

2:35pm - 6:33pm

Houston (HOU) - Austin (AUS)

\$406

App 120 per traveler

3h 58m (1 stop)

1h 35m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle

2:26pm - 6:33pm

Houston (IAH) - Austin (AUS)

4h 7m (1 stop)

1h 35m in Dallas (DFW)

 American Airlines

2 left at

\$406

Roundtrip per traveler

6:32pm - 10:43pm

Houston (HOU) - Austin (AUS)

4h 11m (1 stop)

1h 45m in Dallas (DFW)

 American Airlines • American Airlines 5697 operated by Mesa Airlines As American Eagle

1 left at

\$356

Roundtrip per traveler

6:24pm - 10:43pm

Houston (IAH) - Austin (AUS)

4h 19m (1 stop)

1h 45m in Dallas (DFW)

 American Airlines

\$325

Roundtrip per traveler

5:05am - 9:31am

Houston (HOU) - Austin (AUS)

4h 26m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines • American Airlines 5786 operated by Mesa Airlines As American Eagle

\$325

Roundtrip per traveler

5:00am - 9:31am

Houston (IAH) - Austin (AUS)

4h 31m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines

\$325

Roundtrip per traveler

4:18pm - 8:59pm

Houston (IAH) - Austin (AUS)

4h 41m (1 stop)

2h in Dallas (DFW)

 American Airlines

\$356

Roundtrip per traveler

6:27am - 11:19am

Houston (HOU) - Austin (AUS)

5 left at

\$356

App. 121

4h 52m (1 stop)

Roundtrip per traveler

2h 25m in Dallas (DFW)

 American Airlines • American Airlines 5730 operated by Mesa Airlines As American Eagle**3:50pm - 8:42pm**

Houston (IAH) - Austin (AUS)

4h 52m (1 stop)

35m in Atlanta (ATL)

 Delta**\$1,090**

Roundtrip per traveler

6:23am - 11:19am

Houston (IAH) - Austin (AUS)

4h 56m (1 stop)

2h 25m in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

1:40pm - 6:37pm

Houston (HOU) - Austin (AUS)

4h 57m (1 stop)

37m in Atlanta (ATL)

 Delta**\$757**

Roundtrip per traveler

6:32pm - 11:30pm

Houston (HOU) - Austin (AUS)

4h 58m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines • American Airlines 5697 operated by Mesa Airlines As American Eagle

1 left at

\$356

Roundtrip per traveler

8:25am - 1:27pm

Houston (HOU) - Austin (AUS)

5h 2m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5881 operated by Mesa Airlines As American Eagle**\$356**

Roundtrip per traveler

6:24pm - 11:30pm

Houston (IAH) - Austin (AUS)

5h 6m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

6:50pm - 11:58pm

Houston (IAH) - Austin (AUS)

5h 8m (1 stop)

\$848

Roundtrip per traveler

45m in Atlanta (ATL)

**12:26pm - 5:42pm**

Houston (HOU) - Austin (AUS)

5h 16m (1 stop)

2h 50m in Dallas (DFW)

 American Airlines • American Airlines 5799 operated by Mesa Airlines As American Eagle

4 left at

\$356

Roundtrip per traveler

8:06am - 1:27pm

Houston (IAH) - Austin (AUS)

5h 21m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines**\$356**

Roundtrip per traveler

4:18pm - 9:39pm

Houston (IAH) - Austin (AUS)

5h 21m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines**\$356**

Roundtrip per traveler

2:35pm - 7:59pm

Houston (HOU) - Austin (AUS)

5h 24m (1 stop)

2h 55m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle**\$406**

Roundtrip per traveler

6:00am - 11:24am

Houston (IAH) - Austin (AUS)

5h 24m (1 stop)

1h 1m in Atlanta (ATL)

 Delta

5 left at

\$1,312

Roundtrip per traveler

6:00am - 11:24am

Houston (HOU) - Austin (AUS)

5h 24m (1 stop)

1h 2m in Atlanta (ATL)

 Delta

5 left at

\$1,312

Roundtrip per traveler

12:17pm - 5:42pm

Houston (IAH) - Austin (AUS)

5h 25m (1 stop)

\$325

Roundtrip per traveler

2h 50m in Dallas (DFW)
 American Airlines

10:22am - 3:48pm

Houston (HOU) - Austin (AUS)

5h 26m (1 stop)

3h in Dallas (DFW)

 American Airlines • American Airlines 5687 operated by Mesa Airlines As American Eagle

1 left at

\$325

Roundtrip per traveler

10:20am - 3:48pm

Houston (IAH) - Austin (AUS)

5h 28m (1 stop)

3h in Dallas (DFW)

 American Airlines
\$356

Roundtrip per traveler

2:26pm - 7:59pm

Houston (IAH) - Austin (AUS)

5h 33m (1 stop)

2h 55m in Dallas (DFW)

 American Airlines

2 left at

\$406

Roundtrip per traveler

5:55pm - 11:58pm

Houston (HOU) - Austin (AUS)

6h 3m (1 stop)

1h 38m in Atlanta (ATL)

 Delta
\$1,090

Roundtrip per traveler

12:26pm - 6:33pm

Houston (HOU) - Austin (AUS)

6h 7m (1 stop)

3h 45m in Dallas (DFW)

 American Airlines • American Airlines 5799 operated by Mesa Airlines As American Eagle

4 left at

\$356

Roundtrip per traveler

5:05am - 11:19am

Houston (HOU) - Austin (AUS)

6h 14m (1 stop)

4h in Dallas (DFW)

 American Airlines • American Airlines 5786 operated by Mesa Airlines As American Eagle
\$325

Roundtrip per traveler

7:20am - 1:34pm

Houston (IAH) - Austin (AUS)

6h 14m (1 stop)

2h in Atlanta (ATL)

 Delta
\$1,312

Roundtrip per traveler

12:17pm - 6:33pm

Houston (IAH) - Austin (AUS)

6h 16m (1 stop)

3h 45m in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

5:00am - 11:19am

Houston (IAH) - Austin (AUS)

6h 19m (1 stop)

4h in Dallas (DFW)

 American Airlines**\$325**

Roundtrip per traveler

2:35pm - 8:59pm

Houston (HOU) - Austin (AUS)

6h 24m (1 stop)

3h 55m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle**\$406**

Roundtrip per traveler

4:18pm - 10:43pm

Houston (IAH) - Austin (AUS)

6h 25m (1 stop)

3h 50m in Dallas (DFW)

 American Airlines**\$356**


Roundtrip per traveler

2:26pm - 8:59pm

Houston (IAH) - Austin (AUS)

6h 33m (1 stop)

3h 55m in Dallas (DFW)

 American Airlines

2 left at

\$406

Roundtrip per traveler

6:00am - 1:34pm

Houston (HOU) - Austin (AUS)

7h 34m (1 stop)

3h 17m in Atlanta (ATL)

 Delta**\$1,312**

Roundtrip per traveler

7:20am - 3:21pm

Houston (IAH) - Austin (AUS)

8h 1m (1 stop)

3h 45m in Atlanta (ATL)

 Delta**\$1,312**

Roundtrip per traveler

1:40pm - 10:24pm

Houston (HOU) - Austin (AUS)

8h 44m (1 stop)

4h 21m In Atlanta (ATL)

▲ Delta

\$523

Roundtrip per traveler

7:20am - 4:44pm

Houston (IAH) - Austin (AUS)

9h 24m (1 stop)

5h 5m In Atlanta (ATL)

▲ Delta

\$622

Roundtrip per traveler

1:40pm - 11:58pm

Houston (HOU) - Austin (AUS)

10h 18m (1 stop)

5h 57m In Atlanta (ATL)

▲ Delta

\$523

Roundtrip per traveler

7:20am - 6:37pm

Houston (IAH) - Austin (AUS)

11h 17m (1 stop)

7h In Atlanta (ATL)

▲ Delta

\$541

Roundtrip per traveler

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App. 12

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EXHIBIT 12

FEB 20 - 24
IAH → AUS

Modify

Depart: IAH → AUS

Houston (Bush-Intercontl), TX - IAH to Austin, TX - AUS

Government taxes & fees included
All fares are rounded up to the nearest dollar.

\$

Points

SAT
Feb 18SUN
Feb 19MON
Feb 20TUE
Feb 21WED
Feb 22 Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare # 657 / 1841

9:25 AM → 12:45 PM

1 stop
Change planes DAL 3h 20m

\$249

\$209

\$159

\$129

Fastest # 1702 / 1005

2:55 PM → 6:15 PM

1 stop
Change planes DAL 3h 20m

\$270

\$230

\$180

\$150

1387 / 143

6:50 AM → 10:20 AM

1 stop
Change planes MSY 3h 30m

\$351

\$311

\$285
1 left\$255
1 left

2157 / 474

5:05 PM → 9:00 PM

1 stop
Change planes DAL 3h 55m

\$299

\$259

\$209

\$179

642 / 5589

6:10 AM → 10:50 AM

1 stop
Change planes DAL 4h 40m

\$332

\$292
5 left\$242
5 left\$212
5 left

Low fare # 1702 / 1243

2:55 PM → 7:40 PM

1 stop
Change planes DAL 4h 45m

\$249

\$209

\$159

\$129

Low fare # 657 / 1846

9:25 AM → 2:35 PM

1 stop
Change planes DAL 5h 10m

\$249

\$209

\$159

\$129

1702 / 474

2:55 PM → 9:00 PM

1 stop
Change planes DAL 6h 5m

\$270

\$230

\$180

\$150

248 / 2421

1:05 PM → 7:15 PM

1 stop
Change planes MSY 6h 10m

\$351

\$311

\$285
4 left\$255
4 left

642 / 1841

6:10 AM → 12:45 PM

1 stop
Change planes DAL 6h 35m

\$311

\$271

\$221

\$191



Return: AUS → IAH

All fares are rounded up to the nearest dollar.



Points

Austin, TX - AUS to Houston (Bush-Intercontl), TX - IAH

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fares
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Fastest # 2458 / 3138

2:00 PM → 5:30 PM

1 stop
Change planes DAL

3h 30m

\$305

\$265
4 left\$215
4 left\$185
4 left

1882 / 1771

8:45 AM → 12:20 PM

1 stop
Change planes MSY

3h 35m

\$351

\$311

\$253
1 left\$223
1 left

1940 / 2551

3:05 PM → 7:15 PM

1 stop
Change planes DAL

4h 10m

\$305

\$265

\$215

\$185

2214 / 2102

11:25 AM → 3:50 PM

1 stop
Change planes DAL

4h 25m

\$351

\$311

\$285
4 left\$255
4 left

Low fares # 210 / 1570

5:45 AM → 10:40 AM

1 stop
Change planes DAL

4h 55m

\$238

\$198

\$148

\$118

2458 / 2551

2:00 PM → 7:15 PM

1 stop
Change planes DAL

5h 15m

\$305

\$265
4 left\$215
4 left\$185
4 left

989 / 2102

10:00 AM → 3:50 PM

1 stop
Change planes DAL

5h 50m

\$351

\$311

\$285
4 left\$255
4 left

2214 / 3138

11:25 AM → 5:30 PM

1 stop
Change planes DAL

6h 5m

\$299

\$259

\$209

\$179

327 / 2102

8:45 AM → 3:50 PM

1 stop
Change planes DAL

7h 5m

\$311

\$271
3 left\$221
3 left\$191
3 left

989 / 3138

10:00 AM → 5:30 PM

1 stop
Change planes DAL

7h 30m

\$299

\$259

\$209

\$179

Save up to \$375 with Flight + Hotel⁴

See packages

Continue

Important fare and schedule information

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.

- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military fares](#), please call 1-800-I-FLY-SWA (1-800-435-9792). **This fare is a discount off the "Anytime" fares.** Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e: a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.

²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, ([where available](#)), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

FEB 20 - 24
✈ HOU → AUS

Modify

Depart: HOU → AUS

Houston (Hobby), TX - HOU to Austin, TX - AUS

Government taxes & fees included
All fares are rounded up to the nearest dollar.

\$

Points

SAT
Feb 18SUN
Feb 19MON
Feb 20TUE
Feb 21WED
Feb 22Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

Nonstop ☐All day ☐

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare # 2899

9:45 PM → 10:35 PM

Nonstop

0h 50m

\$229

\$189

\$139

\$109

Low fare # 700

10:40 AM → 11:35 AM

Nonstop

0h 55m

\$229

\$189

\$139

\$109

Low fare # 2083

2:45 PM → 3:40 PM

Nonstop

0h 55m

\$229

\$189

\$139

\$109

Low fare # 992

7:20 PM → 8:15 PM

Nonstop

0h 55m

\$229

\$189

\$139

\$109

Low fare # 1697

8:40 AM → 9:40 AM

Nonstop

1h 0m

\$229

\$189

\$139

\$109

48 / 474

6:00 PM → 9:00 PM

1 stop
Change planes DAL

3h 0m

\$299

\$259
4 left\$209
4 left\$179
4 left

42 / 1243

4:30 PM → 7:40 PM

1 stop
Change planes DAL

3h 10m

\$249

\$209

\$159

\$129

14 / 1841

9:30 AM → 12:45 PM

1 stop
Change planes DAL

3h 15m

\$249

\$209

\$159

\$129

20 / 1848

11:00 AM → 2:35 PM

1 stop
Change planes DAL

3h 35m

\$259

\$219

\$169

\$139

34 / 1005

2:30 PM → 6:15 PM

1 stop
Change planes DAL

3h 45m

\$270

\$230

\$180

\$150

4 / 5589

7:00 AM → 10:50 AM

1 stop
Change planes DAL

3h 50m

App. 132

10 / 1841

8:30AM → **12:45**PM1 stop
Change planes DAL 4h 15m**\$343**
\$249**\$303**
\$209**\$253**
\$159**\$223**
\$129

26 / 1812

12:30PM → **4:50**PM1 stop
Change planes DAL 4h 20m**\$343****\$303**
5 left**\$253**
5 left**\$223**
5 left

2164 / 143

5:50AM → **10:20**AM1 stop
Change planes MSY 4h 30m**\$351****\$311****\$264**
1 left**\$234**
1 left

42 / 474

4:30PM → **9:00**PM1 stop
Change planes DAL 4h 30m**\$270****\$230****\$180****\$150** **Return: AUS → HOU**

Austin, TX - AUS to Houston (Hobby), TX - HOU

Government taxes & fees included

All fares are rounded up to the nearest dollar.

\$

Points

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fare
Calendar**First 2 bags fly free®**

Weight, size & excess limits apply

Sort by

Duration

Filter by

Nonstop ☐

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare Fastest # 1834

6:20AM → **7:20**AM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

Low fare Fastest # 1330

8:40AM → **9:40**AM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

Low fare Fastest # 1867

2:45PM → **3:45**PM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

Low fare Fastest # 453

5:30PM → **6:30**PM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

Low fare Fastest # 2409

7:30PM → **8:30**PM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

1840 / 43

3:05PM → **6:15**PM1 stop
Change planes DAL 3h 10m**\$343****\$303****\$253****\$223**

1850 / 1851

5:30PM → **8:40**PM1 stop
Change planes MSY 3h 10m**\$351****\$311****\$285**
1 left**\$255**
1 left

2458 / 39

2:00 PM → 5:15 PM	Change planes DAL	3h 15m	\$351	\$311	\$285 4 left	\$255 4 left
# 886 / 81						
7:15 PM → 10:35 PM	1 stop Change planes DAL	3h 20m	\$238	\$198	\$148	\$118
# 310 / 55						
5:35 PM → 9:10 PM	1 stop Change planes DAL	3h 35m	\$299	\$259	\$209	\$179
# 327 / 19						
8:45 AM → 12:40 PM	1 stop Change planes DAL	3h 55m	\$238	\$198	\$148	\$118
# 989 / 27						
10:00 AM → 2:15 PM	1 stop Change planes DAL	4h 15m	\$343	\$303 4 left	\$253 4 left	\$223 4 left
# 2458 / 43						
2:00 PM → 6:15 PM	1 stop Change planes DAL	4h 15m	\$343	\$303 5 left	\$253 5 left	\$223 5 left
# 2214 / 33						
11:25 AM → 3:45 PM	1 stop Change planes DAL	4h 20m	\$351	\$311	\$264 3 left	\$234 3 left
# 210 / 9						
5:45 AM → 10:10 AM	1 stop Change planes DAL	4h 25m	\$238	\$198	\$148	\$118

Save up to \$375 with Flight + Hotel⁴[See packages](#)[Continue](#)**Important fare and schedule information**

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.
- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military](#) fares, please call 1-800-I-FLY-SWA (1-800-435-9792). This fare is a discount off the "Anytime" fares. Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
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⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

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a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

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¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

EXHIBIT 13

**Expedia**

More travel ▾



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Support

Trips

Notifications

Houston to Amarillo

Feb 20 - Feb 24

Filters

Choose departing flight > Choose returning flight > Review your trip

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

8:00pm - 9:50pm

Houston (IAH) - Amarillo (AMA)

1h 50m (Nonstop)

United • United 4859 operated by Commutair DBA United Express

\$481

Roundtrip per traveler

9:40am - 11:30am

Houston (IAH) - Amarillo (AMA)

1h 50m (Nonstop)

United • United 4345 operated by Commutair DBA United Express

\$556

Roundtrip per traveler

8:25am - 11:32am

Houston (HOU) - Amarillo (AMA)

3h 7m (1 stop)

40m in Dallas (DFW)

American Airlines • American Airlines 5881 and 5832 operated by Mesa Airlines As American Eagle

1 left at

\$421

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel

Add a hotel to your trip and save.

[Shop flight + hotel](#) >

App. 137

6:27am - 9:44am

Houston (HOU) - Amarillo (AMA)

3h 17m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5730 and 5776 operated by Mesa Airlines As American Eagle

2 left at

\$421


Roundtrip per traveler

10:22am - 1:40pm

Houston (HOU) - Amarillo (AMA)

3h 18m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5687 and 5902 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

12:26pm - 3:45pm

Houston (HOU) - Amarillo (AMA)

3h 19m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5799 and 5696 operated by Mesa Airlines As American Eagle

1 left at

\$421

Roundtrip per traveler

8:24pm - 11:43pm

Houston (IAH) - Amarillo (AMA)

3h 19m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5824 and 5711 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

10:20am - 1:40pm

Houston (IAH) - Amarillo (AMA)

3h 20m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

3 left at

\$421

Roundtrip per traveler

6:23am - 9:44am

Houston (IAH) - Amarillo (AMA)

3h 21m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle**\$421**

Roundtrip per traveler

2:35pm - 5:56pm

Houston (HOU) - Amarillo (AMA)

3h 21m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle**\$421**

Roundtrip per traveler

8:06am - 11:32am

Houston (IAH) - Amarillo (AMA)

3h 26m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

12:17pm - 3:45pm

Houston (IAH) - Amarillo (AMA)

3h 28m (1 stop)

40m in Dallas (DFW)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle

1 left at

\$421

Roundtrip per traveler

2:26pm - 5:56pm

Houston (IAH) - Amarillo (AMA)

3h 30m (1 stop)

40m in Dallas (DFW)

 American Airlines

1 left at

\$421

Roundtrip per traveler

4:18pm - 8:13pm

Houston (IAH) - Amarillo (AMA)

3h 55m (1 stop)

1h in Dallas (DFW)

 American Airlines**\$421**


Roundtrip per traveler

5:05am - 9:44am

Houston (HOU) - Amarillo (AMA)

4h 39m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines • American Airlines 5786 and 5776 operated by Mesa Airlines As American Eagle

3 left at

\$421

Roundtrip per traveler

5:00am - 9:44am

Houston (IAH) - Amarillo (AMA)

4h 44m (1 stop)

2h 15m in Dallas (DFW)

 American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle**\$421**

Roundtrip per traveler

6:27am - 11:32am

Houston (HOU) - Amarillo (AMA)

5h 5m (1 stop)

2h 25m in Dallas (DFW)

1 left at

\$421

Roundtrip per traveler

6:23am - 11:32am

Houston (IAH) - Amarillo (AMA)

5h 9m (1 stop)

2h 25m in Dallas (DFW)

 American Airlines • American Airlines 5730 and 5832 operated by Mesa Airlines As American Eagle**\$421**

Roundtrip per traveler

7:32am - 12:41pm

Houston (IAH) - Amarillo (AMA)

5h 9m (1 stop)

1h 28m in Denver (DEN)

 United • United 5682 operated by Skywest DBA United Express**\$832**

Roundtrip per traveler

6:32pm - 11:43pm

Houston (HOU) - Amarillo (AMA)

5h 11m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines • American Airlines 5697 and 5711 operated by Mesa Airlines As American Eagle

3 left at

\$421


Roundtrip per traveler

8:25am - 1:40pm

Houston (HOU) - Amarillo (AMA)

5h 15m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5881 and 5902 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

6:24pm - 11:43pm

Houston (IAH) - Amarillo (AMA)

5h 19m (1 stop)

2h 30m in Dallas (DFW)

 American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

3 left at

\$421

Roundtrip per traveler

10:22am - 3:45pm

Houston (HOU) - Amarillo (AMA)

5h 23m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5687 and 5696 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

10:20am - 3:45pm

Houston (IAH) - Amarillo (AMA)

5h 25m (1 stop)

2h 45m in Dallas (DFW)

2 left at

\$421

Roundtrip per traveler

App. 140

12:26pm - 5:56pm

Houston (HOU) - Amarillo (AMA)

5h 30m (1 stop)

2h 50m in Dallas (DFW)

 American Airlines • American Airlines 5799 operated by Mesa Airlines As American Eagle

3 left at

\$421

Roundtrip per traveler

8:06am - 1:40pm

Houston (IAH) - Amarillo (AMA)

5h 34m (1 stop)

2h 45m in Dallas (DFW)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle

1 left at

\$421

Roundtrip per traveler

2:35pm - 8:13pm

Houston (HOU) - Amarillo (AMA)

5h 38m (1 stop)

2h 55m in Dallas (DFW)

 American Airlines • American Airlines 5714 operated by Mesa Airlines As American Eagle

2 left at

\$421

Roundtrip per traveler

12:17pm - 5:56pm

Houston (IAH) - Amarillo (AMA)

5h 39m (1 stop)

2h 50m in Dallas (DFW)

 American Airlines**\$421**

Roundtrip per traveler

2:26pm - 8:13pm

Houston (IAH) - Amarillo (AMA)

5h 47m (1 stop)

2h 55m in Dallas (DFW)

 American Airlines

3 left at

\$421

Roundtrip per traveler

5:05am - 11:32am

Houston (HOU) - Amarillo (AMA)

6h 27m (1 stop)

4h in Dallas (DFW)

 American Airlines • American Airlines 5786 and 5832 operated by Mesa Airlines As American Eagle

4 left at

\$421

Roundtrip per traveler

5:00am - 11:32am

Houston (IAH) - Amarillo (AMA)

6h 32m (1 stop)

4h in Dallas (DFW)

 American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle**\$421**

Roundtrip per traveler

5:08am - 12:41pm

Houston (IAH) - Amarillo (AMA)

7h 33m (1 stop)

3h 43m in Denver (DEN)

United - United 5682 operated by Skywest DBA United Express

3 left at

\$549

Roundtrip per traveler

9:35pm - 12:41pm ⁺¹

Houston (IAH) - Amarillo (AMA)

15h 6m (2 stops)

7h 11m in Austin (AUS) • 3h 20m in Denver (DEN)

United • United 5682 operated by Skywest DBA United Express

\$459

Roundtrip per traveler

9:30pm - 12:41pm +1

Houston (IAH) - Amarillo (AMA)

15h 11m (2 stops)

7h 12m in San Antonio (SAT) • 3h 20m in Denver (DEN)

United • United 5682 operated by Skywest DBA United Express

2 left at

\$459

Roundtrip per traveler

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Our app takes you further

App. 142

When you book on the app you can save up to 25% on select hotels while earning double the points with every booking. With these app deals you'll save even more on trips, and that means you can take more trips, and manage it all on the go.

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EXHIBIT 14


 FEB 20 - 24
 IAH → AMA

Modify

✈ Depart: IAH → AMA

Houston (Bush-Intercontl), TX - IAH to Amarillo, TX - AMA

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

Points

 SAT
Feb 18

 SUN
Feb 19

 MON
Feb 20

 TUE
Feb 21

 WED
Feb 22
Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare Fastest # 734 / 1388

7:55 PM → 11:00 PM

1 stop
Change planes DAL

3h 5m

\$262

\$222

\$172

\$142

842 / 1458

6:10 AM → 10:30 AM

1 stop
Change planes DAL

4h 20m

\$292

\$252

\$202

\$172

857 / 2179

9:25 AM → 1:55 PM

1 stop
Change planes DAL

4h 30m

\$292

\$252
1 left\$202
1 left\$172
1 left

Low fare # 2157 / 1388

5:05 PM → 11:00 PM

1 stop
Change planes DAL

5h 55m

\$262

\$222

\$172

\$142

1161 / 1858

5:35 AM → 12:50 PM

1 stop
Change planes DEN

7h 15m

\$438

\$398

\$348

\$318

642 / 2179

6:10 AM → 1:55 PM

1 stop
Change planes DAL

7h 45m

\$365

\$325
3 left\$275
3 left\$245
3 left

657 / 1881

9:25 AM → 5:25 PM

1 stop
Change planes DAL

8h 0m

\$288

\$248
5 left\$198
5 left\$168
5 left

1702 / 1388

2:55 PM → 11:00 PM

1 stop
Change planes DAL

8h 5m

\$268

\$228

\$178

\$148

✈ Return: AMA → IAH

Amarillo, TX - AMA to Houston (Bush-Intercontl), TX - IAH

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

Points

 WED
Feb 22

 THU
Feb 23

 FRI
Feb 24

 SAT
Feb 25

 SUN
Feb 26
Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by **Duration** Filter by **All day**

Returning flights		Number of stops	Duration	Business Select	Anytime	Wanna Get Away <i>plus</i>	Wanna Get Away	
Low fare	Fastest	# 156 / 1570						
6:00AM	→	10:40AM	1 stop Change planes DAL	4h 40m	\$233	\$193	\$143	\$113
# 1460 / 2102								
11:05AM	→	3:50PM	1 stop Change planes DAL	4h 45m	\$374	\$334	\$284	\$254
# 484 / 2551								
2:30PM	→	7:15PM	1 stop Change planes DAL	4h 45m	\$262	\$222	\$172	\$142
# 1460 / 3138								
11:05AM	→	5:30PM	1 stop Change planes DAL	6h 25m	\$292	\$252	\$202	\$172
# 2367 / 1250								
3:50PM	→	11:10PM	1 stop Change planes DEN	7h 20m	\$313	\$273 4 left	\$223 4 left	\$193 4 left
# 1858 / 2399								
1:30PM	→	9:30PM	1 stop Change planes LAS	8h 0m	\$389	\$349 5 left	\$299 5 left	\$269 5 left
# 1460 / 2551								
11:05AM	→	7:15PM	1 stop Change planes DAL	8h 10m	\$292	\$252	\$202	\$172

Save up to \$375 with Flight + Hotel⁴[See packages](#)[Continue](#)**Important fare and schedule information**

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.
- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military](#) fares, please call 1-800-I-FLY-SWA (1-800-435-9792). This fare is a discount off the "Anytime" fares. Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e. a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our

systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, [\(where available\)](#), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

FEB 20 - 24
✈ HOU → AMA

Modify

✈ Depart: HOU → AMA

Houston (Hobby), TX - HOU to Amarillo, TX - AMA

Government taxes & fees included

All fares are rounded up to the nearest dollar.

\$

Points

SAT
Feb 18SUN
Feb 19MON
Feb 20TUE
Feb 21WED
Feb 22Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Departing flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Fastest # 4 / 1458

7:00AM → 10:30AM

1 stop
Change planes DAL

3h 30m

\$302

\$262

\$212

\$182

Low fare # 52 / 1388

7:00PM → 11:00PM

1 stop
Change planes DAL

4h 0m

\$262

\$222

\$172

\$142

14 / 2179

9:30AM → 1:55PM

1 stop
Change planes DAL

4h 25m

\$302

\$262
4 left\$212
4 left\$182
4 left

Low fare # 1638 / 1458

6:00AM → 10:30AM

1 stop
Change planes DAL

4h 30m

\$262

\$222

\$172

\$142

28 / 1891

12:30PM → 5:25PM

1 stop
Change planes DAL

4h 55m

\$345

\$305
2 left\$255
2 left\$225
2 left

Low fare # 48 / 1388

6:00PM → 11:00PM

1 stop
Change planes DAL

5h 0m

\$262

\$222

\$172

\$142

2375 / 2179

8:40AM → 1:55PM

2 stops
Change planes DAL

5h 15m

\$414

\$374
5 left\$324
5 left\$294
5 left

10 / 2179

8:30AM → 1:55PM

1 stop
Change planes DAL

5h 25m

\$302

\$262
4 left\$212
4 left\$182
4 left

20 / 1891

11:00AM → 5:25PM

1 stop
Change planes DAL

6h 25m

\$292

\$252
5 left\$202
5 left\$172
5 left

42 / 1388

4:30PM → 11:00PM

1 stop
Change planes DAL

6h 30m

\$268

\$228

\$178

\$148



Return: AMA → HOU

Amarillo, TX - AMA to Houston (Hobby), TX - HOU

All fares are rounded up to the nearest dollar.



Points

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Low fare # 575 / 55

6:00 PM → 9:10 PM

1 stop
Change planes DAL

3h 10m

\$233

\$193

\$143

\$113

484 / 43

2:30 PM → 6:15 PM

1 stop
Change planes DAL

3h 45m

\$262

\$222
1 left\$172
1 left\$142
1 left

Low fare # 158 / 9

6:00 AM → 10:10 AM

1 stop
Change planes DAL

4h 10m

\$233

\$193

\$143

\$113

Low fare # 575 / 51

6:00 PM → 10:35 PM

1 stop
Change planes DAL

4h 35m

\$233

\$193

\$143

\$113

1450 / 33

11:05 AM → 3:45 PM

1 stop
Change planes DAL

4h 40m

\$359

\$319
4 left\$269
4 left\$239
4 left

Low fare # 156 / 15

6:00 AM → 11:15 AM

1 stop
Change planes DAL

5h 15m

\$233

\$193

\$143

\$113

484 / 49

2:30 PM → 7:45 PM

1 stop
Change planes DAL

5h 15m

\$262

\$222
1 left\$172
1 left\$142
1 left

2357 / 1424

3:50 PM → 9:15 PM

1 stop
Change planes DEN

5h 25m

\$374

\$334
3 left\$284
3 left\$254
3 left

1480 / 39

11:05 AM → 5:15 PM

1 stop
Change planes DAL

6h 10m

\$359

\$319

\$269

\$239

Low fare # 158 / 19

6:00 AM → 12:40 PM

1 stop
Change planes DAL

6h 40m

\$233

\$193

\$143

\$113

Save up to \$375 with Flight + Hotel⁴

See packages

Continue

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EXHIBIT 15

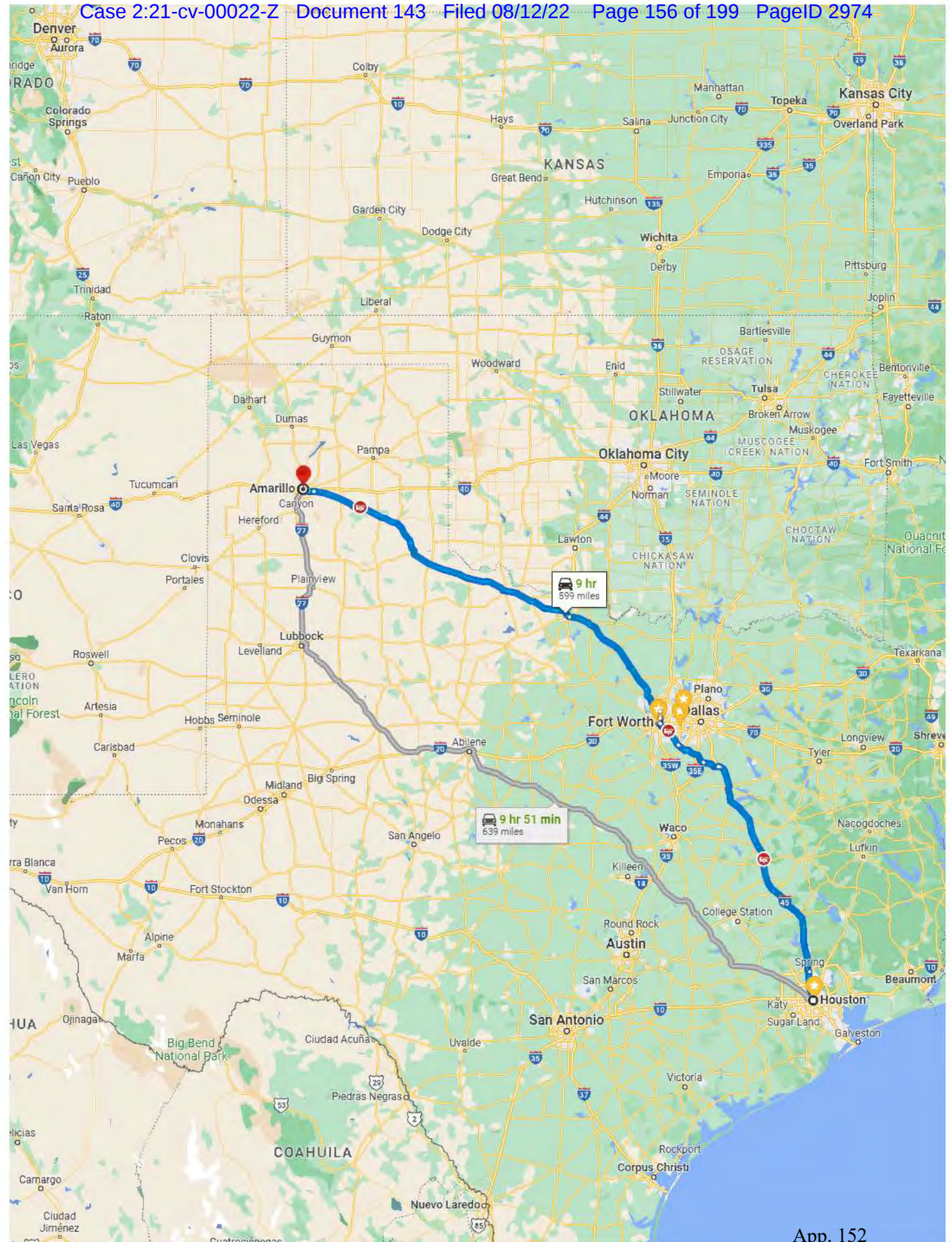


EXHIBIT 16

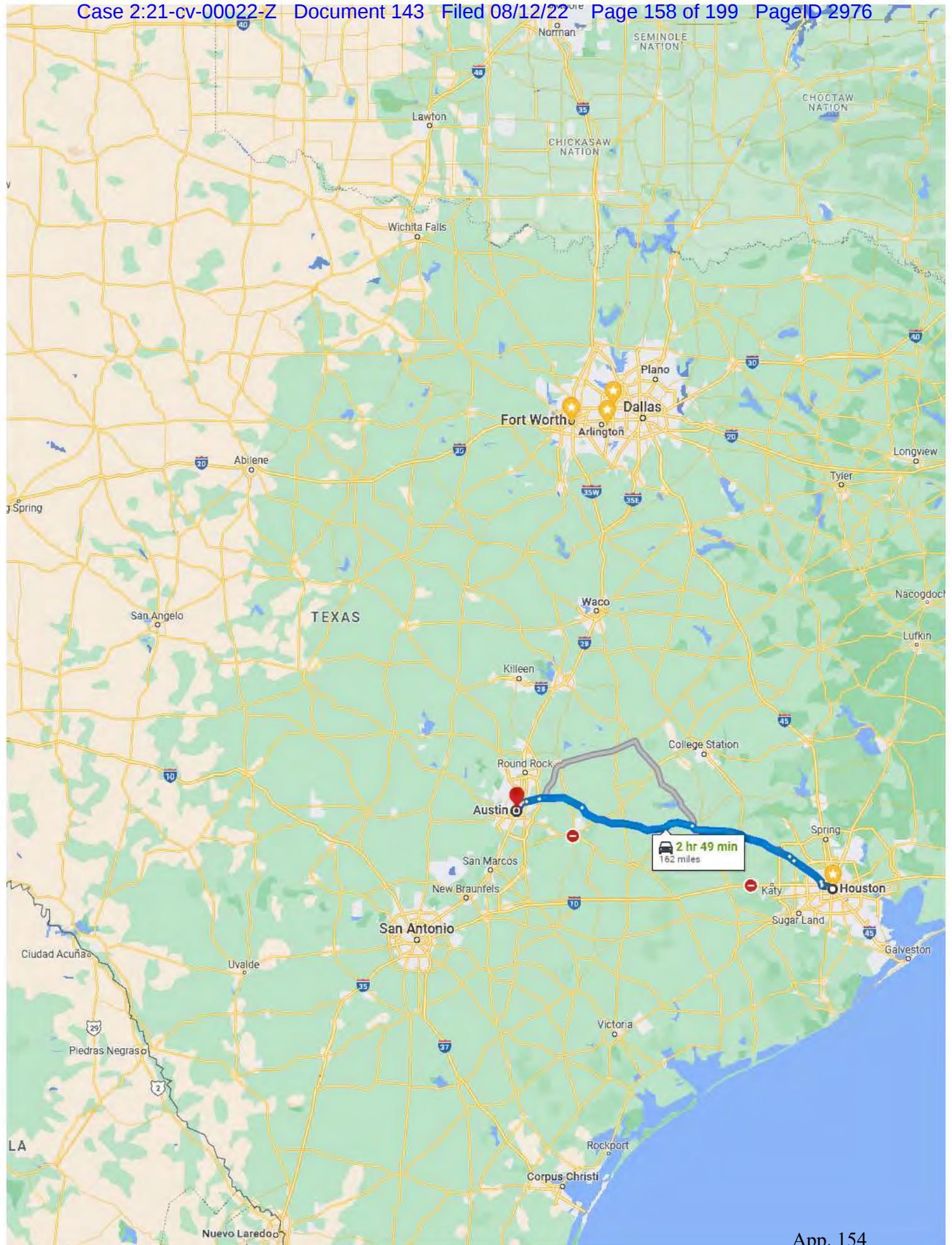


EXHIBIT 17

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Dallas to Austin

Feb 20 - Feb 24

[Filters](#)[Choose departing flight](#) > [Choose returning flight](#) > [Review your trip](#)

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

8:30am - 9:30am

Dallas (DAL) - Austin (AUS)

1h 0m (Nonstop)

JetBlue Airways • JetBlue Airways 5253 operated by Jsx Air 8555 Lemmon Ave

\$383

Roundtrip per traveler

4:00pm - 5:00pm

Dallas (DAL) - Austin (AUS)

1h 0m (Nonstop)

JetBlue Airways • JetBlue Airways 5255 operated by Jsx Air 8555 Lemmon Ave

\$383

Roundtrip per traveler

8:30am - 9:31am

Dallas (DFW) - Austin (AUS)

1h 1m (Nonstop)

American Airlines

\$280

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel

Add a hotel to your trip and save.

[Shop flight + hotel](#) >

5:30pm - 6:33pm

Dallas (DFW) - Austin (AUS)

1h 3m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

9:40pm - 10:43pm

Dallas (DFW) - Austin (AUS)

1h 3m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

6:30am - 7:34am

Dallas (DFW) - Austin (AUS)

1h 4m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

10:15am - 11:19am

Dallas (DFW) - Austin (AUS)

1h 4m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

8:35pm - 9:39pm

Dallas (DFW) - Austin (AUS)

1h 4m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

10:25pm - 11:30pm

Dallas (DFW) - Austin (AUS)

1h 5m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

12:20pm - 1:27pm

Dallas (DFW) - Austin (AUS)

1h 7m (Nonstop)


 American Airlines**\$280**

Roundtrip per traveler

4:35pm - 5:42pm

Dallas (DFW) - Austin (AUS)

1h 7m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

2:40pm - 3:48pm

Dallas (DFW) - Austin (AUS)

1h 8m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

6:50pm - 7:59pm

Dallas (DFW) - Austin (AUS)

1h 9m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

7:50pm - 8:59pm

Dallas (DFW) - Austin (AUS)

1h 9m (Nonstop)

 American Airlines**\$280**

Roundtrip per traveler

7:10am - 8:20am

Dallas (DFW) - Austin (AUS)

1h 10m (Nonstop)

 American Airlines • American Airlines 3998 operated by Envoy Air As American Eagle**\$305**

Roundtrip per traveler

4:11pm - 7:04pm

Dallas (DFW) - Austin (AUS)

2h 53m (1 stop)

42m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

5:40am - 8:44am

Dallas (DFW) - Austin (AUS)

3h 4m (1 stop)

1h in Houston (IAH)

 United**\$231**


Roundtrip per traveler

2:20pm - 5:29pm

Dallas (DFW) - Austin (AUS)

3h 9m (1 stop)

58m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

5:30pm - 8:39pm

Dallas (DFW) - Austin (AUS)

3h 9m (1 stop)

\$276

Roundtrip per traveler

58m in Houston (IAH)

 United**12:10pm - 3:29pm**

Dallas (DFW) - Austin (AUS)

3h 19m (1 stop)

1h 8m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

7:30am - 10:53am

Dallas (DFW) - Austin (AUS)

3h 23m (1 stop)

1h 18m in Houston (IAH)

 United**\$231**

Roundtrip per traveler

9:45am - 1:09pm

Dallas (DFW) - Austin (AUS)

3h 24m (1 stop)

1h 13m in Houston (IAH)

 United**\$231**

Roundtrip per traveler

7:00pm - 10:34pm

Dallas (DFW) - Austin (AUS)

3h 34m (1 stop)

1h 23m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

4:11pm - 8:39pm

Dallas (DFW) - Austin (AUS)

4h 28m (1 stop)

2h 17m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

2:20pm - 7:04pm

Dallas (DFW) - Austin (AUS)

4h 44m (1 stop)

2h 33m in Houston (IAH)

 United**\$276**

Roundtrip per traveler

3:40pm - 8:42pm

Dallas (DFW) - Austin (AUS)

5h 2m (1 stop)

\$954

Roundtrip per traveler

App. 159

38m in Atlanta (ATL)

**5:30pm - 10:34pm**

Dallas (DFW) - Austin (AUS)

5h 4m (1 stop)

2h 53m in Houston (IAH)

**\$276**

Roundtrip per traveler

10:14am - 3:21pm

Dallas (DAL) - Austin (AUS)

5h 7m (1 stop)

44m in Atlanta (ATL)

**\$1,317**

Roundtrip per traveler

5:40am - 10:53am

Dallas (DFW) - Austin (AUS)

5h 13m (1 stop)

3h 15m in Houston (IAH)

**\$231**

Roundtrip per traveler

6:40pm - 11:58pm

Dallas (DAL) - Austin (AUS)

5h 18m (1 stop)

48m in Atlanta (ATL)

**\$752**

Roundtrip per traveler

12:10pm - 5:29pm

Dallas (DFW) - Austin (AUS)

5h 19m (1 stop)

3h 8m in Houston (IAH)

**\$276**

Roundtrip per traveler

6:00am - 11:24am

Dallas (DFW) - Austin (AUS)

5h 24m (1 stop)

55m in Atlanta (ATL)

**\$1,317**

Roundtrip per traveler

4:55pm - 10:24pm

Dallas (DAL) - Austin (AUS)

5h 29m (1 stop)

58m in Atlanta (ATL)

\$954

Roundtrip per traveler

**1:06pm - 6:37pm**

Dallas (DFW) - Austin (AUS)

5h 31m (1 stop)

1h 8m in Atlanta (ATL)

**\$1,317**

Roundtrip per traveler

1:05pm - 6:37pm

Dallas (DAL) - Austin (AUS)

5h 32m (1 stop)

1h 4m in Atlanta (ATL)



4 left at

\$954

Roundtrip per traveler

7:30am - 1:09pm

Dallas (DFW) - Austin (AUS)

5h 39m (1 stop)

3h 28m in Houston (IAH)

**\$231**

Roundtrip per traveler

9:45am - 3:29pm

Dallas (DFW) - Austin (AUS)

5h 44m (1 stop)

3h 33m in Houston (IAH)

**\$276**

Roundtrip per traveler

5:30pm - 11:58pm

Dallas (DFW) - Austin (AUS)

6h 28m (1 stop)

1h 57m in Atlanta (ATL)



4 left at

\$933

Roundtrip per traveler

10:14am - 4:44pm

Dallas (DAL) - Austin (AUS)

6h 30m (1 stop)

2h 4m in Atlanta (ATL)

**\$1,317**

Roundtrip per traveler

7:00am - 1:34pm

Dallas (DAL) - Austin (AUS)

6h 34m (1 stop)

2h 12m in Atlanta (ATL)

**\$1,317**

Roundtrip per traveler

3:40pm - 10:24pm

Dallas (DFW) - Austin (AUS)

6h 44m (1 stop)

2h 17m in Atlanta (ATL)

 Delta**\$954**

Roundtrip per traveler

6:00am - 1:34pm

Dallas (DFW) - Austin (AUS)

7h 34m (1 stop)

3h 10m in Atlanta (ATL)

 Delta**\$1,317**

Roundtrip per traveler

3:40pm - 11:58pm

Dallas (DFW) - Austin (AUS)

8h 18m (1 stop)

3h 53m in Atlanta (ATL)

 Delta**\$853**

Roundtrip per traveler

7:00am - 3:21pm

Dallas (DAL) - Austin (AUS)

8h 21m (1 stop)

3h 57m in Atlanta (ATL)

 Delta**\$1,317**

Roundtrip per traveler

10:14am - 6:37pm

Dallas (DAL) - Austin (AUS)

8h 23m (1 stop)

3h 59m in Atlanta (ATL)

 Delta**\$954**

Roundtrip per traveler

1:06pm - 10:24pm

Dallas (DFW) - Austin (AUS)

9h 18m (1 stop)

4h 52m in Atlanta (ATL)

 Delta**\$687**

Roundtrip per traveler

6:00am - 3:21pm

Dallas (DFW) - Austin (AUS)

9h 21m (1 stop)

4h 55m in Atlanta (ATL)

 Delta**\$707**

Roundtrip per traveler

1:06pm - 11:58pm

Dallas (DFW) - Austin (AUS)

10h 52m (1 stop)

6h 28m in Atlanta (ATL)

▲ Delta

\$687

Roundtrip per traveler

7:00am - 6:37pm

Dallas (DAL) - Austin (AUS)

11h 37m (1 stop)

7h 12m in Atlanta (ATL)

▲ Delta

5 left at**\$548**

Roundtrip per traveler

10:14am - 10:24pm

Dallas (DAL) - Austin (AUS)

12h 10m (1 stop)

7h 43m in Atlanta (ATL)

▲ Delta

2 left at**\$548**

Roundtrip per traveler

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EXHIBIT 18


 FEB 20 - 28
 ✈️ DAL → AUS

[Modify](#)

✈️ Depart: DAL → AUS

Dallas (Love Field), TX - DAL to Austin, TX - AUS

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

[Points](#)

 SAT
Feb 18

 SUN
Feb 19

 MON
Feb 20

 TUE
Feb 21

 WED
Feb 22

 Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

Nonstop ☐All day ☐

Departing flights

Number of stops

Duration

Business
Select

Anytime

 Wanna Get
Away *plus*

 Wanna Get
Away

Low fare # 806

7:25 AM → 8:25 AM

Nonstop

1h 0m

\$229**\$189****\$139**
\$109
 earn 527 pts

Low fare # 474

8:00 PM → 9:00 PM

Nonstop

1h 0m

\$229**\$189****\$139****\$109**

Low fare # 508

6:15 AM → 7:20 AM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 5589

9:45 AM → 10:50 AM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 1841

11:40 AM → 12:45 PM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 1846

1:30 PM → 2:35 PM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 1812

3:45 PM → 4:50 PM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 1005

5:10 PM → 6:15 PM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 1243

6:35 PM → 7:40 PM

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

43 / 982

5:00 PM → 8:15 PM

 1 stop
 Change planes HOU

3h 15m

\$238**\$198****\$148****\$118**

1828 / 1897

6:00 AM → 9:40 AM

 1 stop
 Change planes HOU

3h 40m

App. 166

2851 / 870

7:10AM → **11:15AM**1 stop
Change planes MCI 4h 5m**\$238**
\$351**\$198**
\$311

Unavailable

Unavailable

3 / 700

7:30AM → **11:35AM**1 stop
Change planes HOU 4h 5m**\$238****\$198****\$148****\$118**

49 / 2698

6:30PM → **10:35PM**1 stop
Change planes HOU 4h 5m**\$238****\$198****\$148****\$118**

18 / 2093

11:30AM → **3:40PM**1 stop
Change planes HOU 4h 10m**\$249****\$209****\$159****\$129**

39 / 992

4:00PM → **8:15PM**1 stop
Change planes HOU 4h 15m**\$238****\$198****\$148****\$118**

2285 / 1546

12:55PM → **5:25PM**1 stop
Change planes ABQ 4h 30m**\$351****\$311**

Unavailable

Unavailable

705 / 706

6:00AM → **10:35AM**1 stop
Change planes STL 4h 35m**\$351****\$311**

Unavailable

Unavailable

1420 / 1957

3:10PM → **7:45PM**1 stop
Change planes MCI 4h 35m**\$376****\$336**

Unavailable

Unavailable



Return: AUS → DAL

Austin, TX - AUS to Dallas (Love Field), TX - DAL

Government taxes & fees included

All fares are rounded up to the nearest dollar.

\$

Points

WED
Feb 22THU
Feb 23FRI
Feb 24SAT
Feb 25SUN
Feb 26Low Fare
Calendar**First 2 bags fly free®**

Weight, size & excess limits apply

Sort by

Duration

Filter by

Nonstop ☐

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

Wanna Get
Away *plus*Wanna Get
Away

Fastest # 2214

11:25AM → **12:25PM**

Nonstop

1h 0m

\$240**\$200****\$150****\$120**

Low fare # 210

5:45AM → **6:50AM**

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

Low fare # 327

8:45AM → **9:50AM**

Nonstop

1h 5m

\$229**\$189****\$139****\$109**

989

10:00 AM → 11:05 AM	Nonstop	1h 5m	\$240	\$200	\$150	\$120
# 2458						
2:00 PM → 3:05 PM	Nonstop	1h 5m	\$250	\$210	\$160	\$130
# 1940						
3:05 PM → 4:10 PM	Nonstop	1h 5m	\$250	\$210	\$160	\$130
# 310						
5:35 PM → 6:40 PM	Nonstop	1h 5m	\$261	\$221	\$171	\$141
Low fare # 886						
7:15 PM → 8:20 PM	Nonstop	1h 5m	\$229	\$189	\$139	\$109
Low fare # 2223						
8:35 PM → 9:40 PM	Nonstop	1h 5m	\$229	\$189	\$139	\$109
# 1967 / 42	1 stop Change planes HOU	2h 55m	\$238	\$198	\$148	\$118
# 2409 / 62	1 stop Change planes HOU	3h 5m	\$238	\$198	\$148	\$118
# 1634 / 10	1 stop Change planes HOU	3h 20m	\$238	\$198	\$148	\$118
# 1330 / 20	1 stop Change planes HOU	3h 30m	\$281	\$241 <i>5 left</i>	\$191 <i>5 left</i>	\$161 <i>5 left</i>
# 1850 / 2364	1 stop Change planes MSY	3h 30m	\$351	\$311	Unavailable	Unavailable
# 453 / 58	1 stop Change planes HOU	3h 35m	\$332	\$292 <i>1 left</i>	\$242 <i>1 left</i>	\$212 <i>1 left</i>
# 824 / 1566	1 stop Change planes MSY	3h 45m	\$351	\$311	Unavailable	Unavailable
# 2465 / 1558	1 stop Change planes ELP	3h 55m	\$305	\$265 <i>2 left</i>	\$215 <i>2 left</i>	\$185 <i>2 left</i>
# 1316 / 1405	1 stop Change planes ELP	4h 10m	\$343	\$303 <i>4 left</i>	\$253 <i>4 left</i>	\$223 <i>4 left</i>
# 1634 / 14	1 stop Change planes HOU	4h 20m	\$238	\$198	\$148	\$118

Important fare and schedule information

- All fare and fare ranges are subject to change until purchased.
- Flight ontime performance statistics can be viewed by clicking on the individual flight numbers.
- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military fares](#), please call 1-800-I-FLY-SWA (1-800-435-9792). This fare is a discount off the "Anytime" fares. Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e. a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.

²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, ([where available](#)), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

EXHIBIT 19

**Expedia**

More travel ▾



English

List your property

Support

Trips

Notifications

Dallas to Amarillo

Feb 20 - Feb 24

Filters

Choose departing flight > Choose returning flight > Review your trip

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

8:30am - 9:44am

Dallas (DFW) - Amarillo (AMA)

1h 14m (Nonstop)

American Airlines • American Airlines 5776 operated by Mesa Airlines As American Eagle

\$313

Roundtrip per traveler

10:15am - 11:32am

Dallas (DFW) - Amarillo (AMA)

1h 17m (Nonstop)

American Airlines • American Airlines 5832 operated by Mesa Airlines As American Eagle

\$313

Roundtrip per traveler

10:25pm - 11:43pm

Dallas (DFW) - Amarillo (AMA)

1h 18m (Nonstop)

American Airlines • American Airlines 5711 operated by Mesa Airlines As American Eagle

\$313

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel


Add a hotel to your trip and save.

[Shop flight + hotel](#) >

12:20pm - 1:40pm

Dallas (DFW) - Amarillo (AMA)

1h 20m (Nonstop)

 American Airlines • American Airlines 5902 operated by Mesa Airlines As American Eagle**\$313**

Roundtrip per traveler

2:25pm - 3:45pm

Dallas (DFW) - Amarillo (AMA)

1h 20m (Nonstop)

 American Airlines • American Airlines 5696 operated by Mesa Airlines As American Eagle**\$313**

Roundtrip per traveler

4:35pm - 5:56pm

Dallas (DFW) - Amarillo (AMA)

1h 21m (Nonstop)

 American Airlines**\$313**

Roundtrip per traveler

6:50pm - 8:13pm

Dallas (DFW) - Amarillo (AMA)

1h 23m (Nonstop)

 American Airlines**\$313**

Roundtrip per traveler

7:30am - 11:30am

Dallas (DFW) - Amarillo (AMA)

4h 0m (1 stop)

58m in Houston (IAH)

 United • United 4345 operated by Commutair DBA United Express

1 left at

\$623

Roundtrip per traveler

5:30pm - 9:50pm

Dallas (DFW) - Amarillo (AMA)

4h 20m (1 stop)

1h 18m in Houston (IAH)

 United • United 4859 operated by Commutair DBA United Express**\$532**

Roundtrip per traveler

4:11pm - 9:50pm

Dallas (DFW) - Amarillo (AMA)

5h 39m (1 stop)

2h 37m in Houston (IAH)

 United • United 4859 operated by Commutair DBA United Express**\$532**

Roundtrip per traveler

1:45pm - 7:41pm

Dallas (DFW) - Amarillo (AMA)

4 left at

\$477

App. 172

5h 56m (1 stop)

Roundtrip per traveler

2h 40m in Denver (DEN)

United • United 4719 operated by Skywest DBA United Express

6:00am - 12:41pm

Dallas (DFW) - Amarillo (AMA)

6h 41m (1 stop)

3h 15m in Denver (DEN)

United • United 5682 operated by Skywest DBA United Express

\$532

Roundtrip per traveler

11:20am - 7:41pm

Dallas (DFW) - Amarillo (AMA)

8h 21m (1 stop)

5h 5m in Denver (DEN)

United • United 4719 operated by Skywest DBA United Express

2 left at**\$467**

Roundtrip per traveler

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App. 173

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EXHIBIT 20


 FEB 20 - 24
 ✈️ DAL → AMA [Modify](#)

✈️ Depart: DAL → AMA

Dallas (Love Field), TX - DAL to Amarillo, TX - AMA

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

Points

 SAT
Feb 18

 SUN
Feb 19

 MON
Feb 20

 TUE
Feb 21

 WED
Feb 22

 Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Departing flights

Number of stops

Duration

Business
Select

Anytime

 Wanna Get
Away *plus*

 Wanna Get
Away

Low fare # 1458

9:15 AM → 10:30 AM

Nonstop

1h 15m

\$229**\$189****\$139****\$109**

2178

12:40 PM → 1:55 PM

Nonstop

1h 15m

\$240
\$200
2 left

\$150
2 left

\$120
2 left

Low fare # 1388

9:45 PM → 11:00 PM

Nonstop

1h 15m

\$229**\$189****\$139****\$109**

Low fare # 1891

4:05 PM → 5:25 PM

Nonstop

1h 20m

\$229**\$189****\$139****\$109**

✈️ Return: AMA → DAL

Amarillo, TX - AMA to Dallas (Love Field), TX - DAL

 Government taxes & fees included
 All fares are rounded up to the nearest dollar.

\$

Points

 WED
Feb 22

 THU
Feb 23

 FRI
Feb 24

 SAT
Feb 25

 SUN
Feb 26

 Low Fare
Calendar

First 2 bags fly free®

Weight, size & excess limits apply

Sort by

Duration

Filter by

All day

Returning flights

Number of stops

Duration

Business
Select

Anytime

 Wanna Get
Away *plus*

 Wanna Get
Away

Low fare # 576

6:00 PM → 7:10 PM

Nonstop

1h 10m

\$229**\$189****\$139****\$109**

Low fare # 158

6:00 AM → 7:15 AM

Nonstop

1h 15m

\$229**\$189****\$139****\$109**

Low fare # 484

2:30 PM → 3:50 PM

Nonstop

1h 20m

App. 176

1460

11:05AM → **12:30**PM

Nonstop

1h 25m

\$229**\$189****\$139****\$109****\$240****\$200****\$150****\$120****Save up to \$375 with Flight + Hotel⁴****See packages****Continue****Important fare and schedule information**

- All fare and fare ranges are subject to change until purchased.
- Flight on-time performance statistics can be viewed by clicking on the individual flight numbers.
- All fare and fare ranges listed are per person for each way of travel.
- "Unavailable" indicates the corresponding fare is unavailable for the selected dates, the search did not meet certain fare requirements, or the flight has already departed.
- "Invalid w/ Depart or Return Dates" indicates that our system cannot return a valid itinerary option(s) with the search criteria submitted. This can occur when flights are sold out in one direction of a round trip search or with a same-day round trip search. These itineraries may become valid options if you search with a different depart or return date and/or for a one-way flight instead.
- For [military](#) fares, please call 1-800-FLY-SWA (1-800-435-9792). This fare is a discount off the "Anytime" fares. Other fares may be lower.
- [Group Reservations](#), ten or more Customers traveling from/to the same origin/destination. Discounts vary. Call 1-800-433-5368.
- "Savings with Flight + Hotel" claim is based on average savings for Southwest Vacations® bookings purchased in a bundled package of 5 or more nights vs purchasing components separately (i.e. a la carte). Savings on any given package will vary based on the selected origin, destination, travel dates, hotel property, length of stay, car rental, and activity tickets. Savings may not be available on all packages.

¹First and second checked bags. Weight and size limits apply. A golf bag or skis in a container acceptable to Southwest can be substituted for one checked bag.

²If you need to change an upcoming flight itinerary, you'll only pay the cost in fare difference. ³Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

⁴Flight credits for non-refundable fares will be issued as long as the flight is canceled more than 10 minutes prior to the scheduled departure. Flight credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A flight credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. See My Account for flight credit expiration dates, if any.

⁵Transferable Flight Credit™: Transferable Flight Credits allows you to transfer your flight credit to someone else. Both must be Rapid Rewards® Members and only one transfer is permitted. Transferable Flight Credits unexpired on or created on or after July 28, 2022 do not expire and will show an expiration date until our systems are updated. A Transferable Flight Credit with an expiration date on or before July 27, 2022, is expired in accordance with its existing expiration date. For bookings made through a Southwest® Business channel, there is a limitation to transfer only between employees within the organization.

⁶If there's an open seat on a different flight that departs on the same calendar day as your original flight and it's between the same cities, you can get a seat on the new flight free of airline charges. If there isn't an open seat on this different flight, you can ask a Southwest Gate Agent to add you to the same-day standby list for a flight between the same city pairs that departs on the same calendar day prior to your originally scheduled flight, and you will receive a message if you are cleared on the flight. For both the same-day change and same-day standby benefits, you must change your flight or request to be added to the same-day standby list at least 10 minutes prior to the scheduled departure of your original flight or the no-show policy will apply. Based on the flight status contact preference selected during booking, the message regarding your standby status will be an email or text message with a link to access the boarding pass via the Southwest app, mobile web, or you can visit a Southwest Gate Agent to print off the boarding pass. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

⁷Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest flight credit from a previous reservation that is applied toward a Business Select or Anytime fare will be refunded as a flight credit. For travel booked with Rapid Rewards points, if canceled, points will be returned to the Rapid Rewards account holder who booked the ticket.

⁸Priority Lanes and Express Lanes, ([where available](#)), are designed to speed our Business Select and Anytime Customers, as well as A-List, and A-List Preferred Members, through check-in and security lines. Priority Lanes are at Southwest check-in counters, and Express Lanes are at security checkpoints.

⁹EarlyBird Check-In means you will automatically be checked in to your flight 36 hours prior to scheduled departure. For Anytime fares purchased between 36 and 24 hours, the boarding position assignment process has begun so this may impact the boarding position assigned to you. If you purchase an Anytime fare within 24 hours of your flight's scheduled departure, you will not receive the EarlyBird Check-In benefit. In an irregular operation situation, the boarding position is not guaranteed.

¹⁰Flights traveling 175 miles or less only serve water.

¹¹Points can be earned from (a) qualifying flights booked and flown through Southwest or (b) through qualifying purchases with our Rapid Rewards partners. Qualifying flights include flights paid entirely with dollars, LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points.

EXHIBIT 21

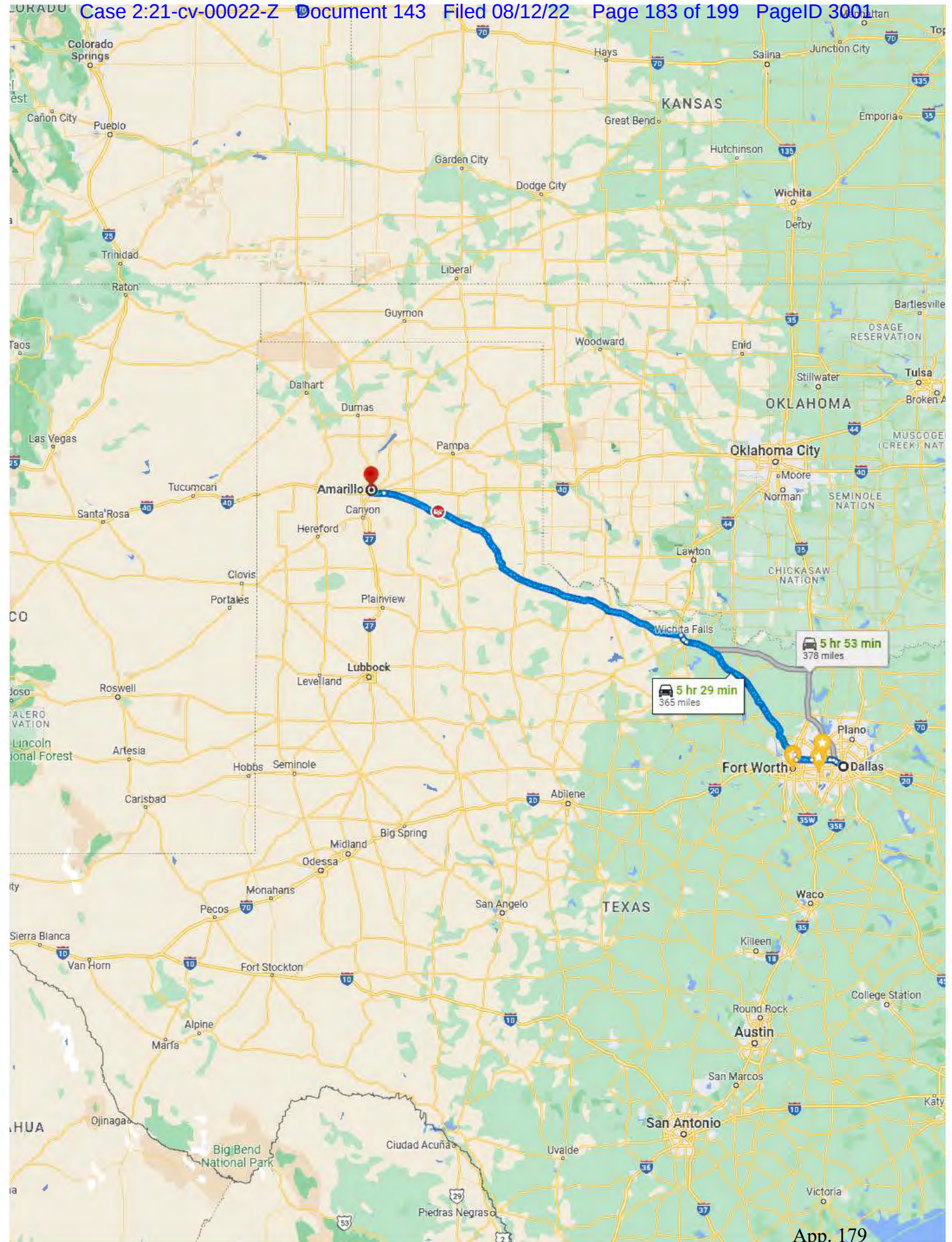


EXHIBIT 22

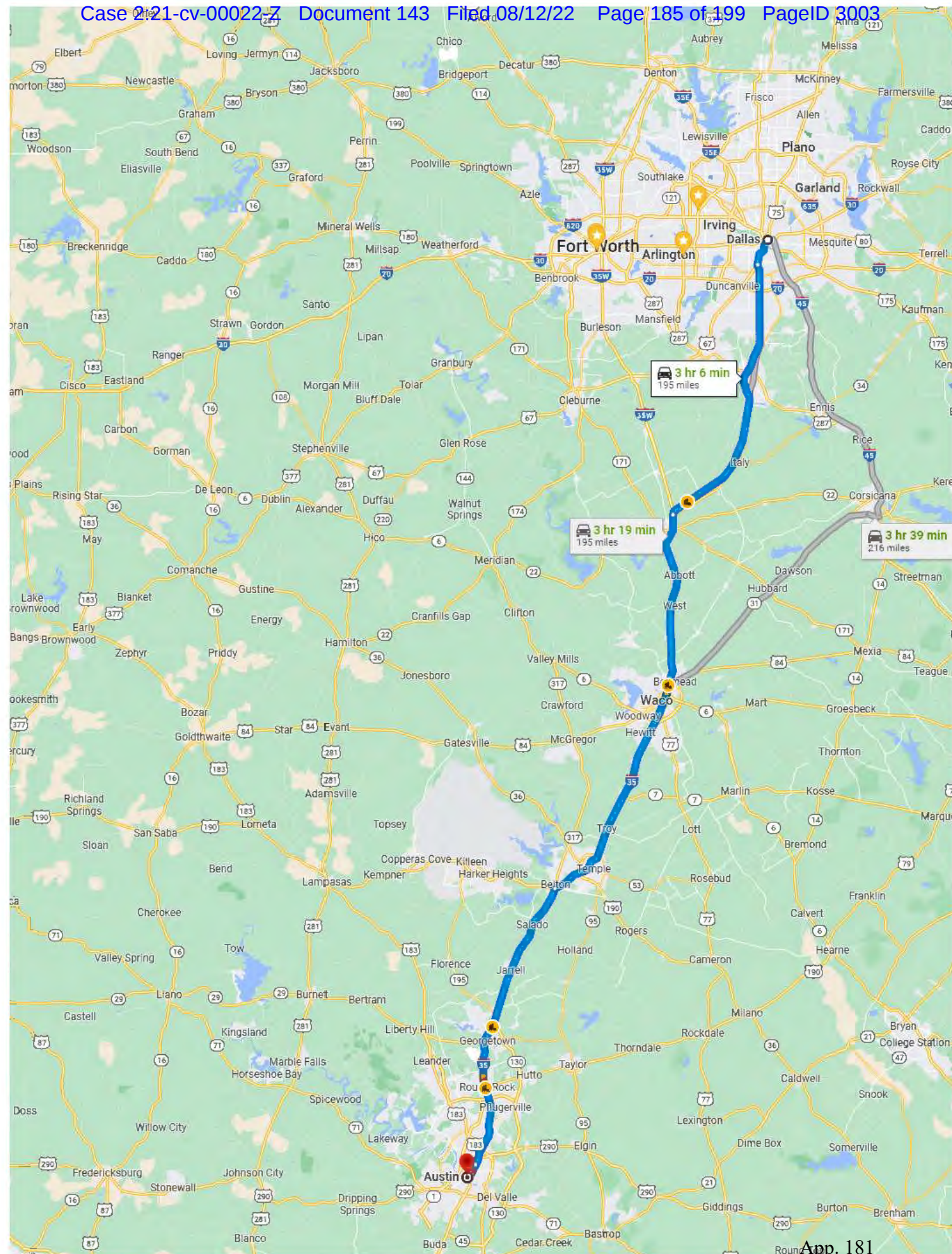


EXHIBIT 23

**Expedia**

More travel ▾



English

List your property

Support

Trips

Notifications

Washington to Austin

Feb 20 - Feb 24

Filters

Choose departing flight > Choose returning flight > Review your trip

Flexible dates

Compare prices for nearby days



Prices displayed include taxes and may change based on availability. You can review any additional fees before checkout. Prices are not final until you complete your purchase.

Sign in for airline credits



If you have an airline credit, sign in to use it. If you don't have an account, create one using the same email address you used when you purchased your original flight.

[Sign in](#)

8:38am - 10:58am

Washin... (IAD) - Austin (AUS)

3h 20m (Nonstop)

United

\$391

Roundtrip per traveler

12:56pm - 3:16pm

Washin... (IAD) - Austin (AUS)

3h 20m (Nonstop)

United

\$391

Roundtrip per traveler

5:20pm - 7:40pm

Washin... (IAD) - Austin (AUS)

3h 20m (Nonstop)

United

\$391

Roundtrip per traveler

Unlock trip savings up to \$362 when you book a flight + hotel

Add a hotel to your trip and save.

[Shop flight + hotel](#) >

8:20pm - 10:59pm

Washin... (IAD) - Austin (AUS)

3h 39m (Nonstop)

 American Airlines**\$536**

Roundtrip per traveler

8:20pm - 10:59pm

Washin... (IAD) - Austin (AUS)

3h 39m (Nonstop)

 Alaska Airlines • Alaska Airlines 4105 operated by American Airlines**\$536**

Roundtrip per traveler

9:48am - 1:34pm

Washin... (IAD) - Austin (AUS)

4h 46m (1 stop)

40m in Atlanta (ATL)

 Delta**\$858**

Roundtrip per traveler

8:00pm - 11:58pm

Washin... (DCA) - Austin (AUS)

4h 58m (1 stop)

45m in Atlanta (ATL)

 Delta**\$366**

Roundtrip per traveler

4:41pm - 8:42pm

Washin... (IAD) - Austin (AUS)

5h 1m (1 stop)

35m in Atlanta (ATL)

 Delta**\$501**

Roundtrip per traveler

8:13pm - 12:17am ⁺¹

Washin... (IAD) - Austin (AUS)

5h 4m (1 stop)

30m in Charlotte (CLT)

 American Airlines**\$423**

Roundtrip per traveler

7:53pm - 11:58pm

Baltimore (BWI) - Austin (AUS)

5h 5m (1 stop)

49m in Atlanta (ATL)

 Delta**\$377**

Roundtrip per traveler

4:35pm - 8:42pm**\$420**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 7m (1 stop)

53m in Atlanta (ATL)

 Delta**5:10am - 9:17am****\$433**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 7m (1 stop)

35m in Charlotte (CLT)

 American Airlines**3:50pm - 7:57pm****\$433**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 7m (1 stop)

30m in Charlotte (CLT)

 American Airlines**6:45am - 10:53am****\$400**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 8m (1 stop)

1h 11m in Houston (IAH)

 United**12:36pm - 4:44pm****\$599**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 8m (1 stop)

47m in Atlanta (ATL)

 Delta**10:45am - 2:54pm****\$423**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 9m (1 stop)

35m in Charlotte (CLT)

 American Airlines**10:45am - 2:54pm****\$433**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 9m (1 stop)

30m in Charlotte (CLT)

 American Airlines

8:08pm - 12:17am ⁺¹**\$433**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 9m (1 stop)

30m in Charlotte (CLT)

 American Airlines**6:12pm - 10:24pm****\$355**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 12m (1 stop)

50m in Atlanta (ATL)

 Delta**3:45pm - 7:57pm****\$423**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 12m (1 stop)

30m in Charlotte (CLT)

 American Airlines**12:25pm - 4:38pm****\$433**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 13m (1 stop)

30m in Charlotte (CLT)

 American Airlines**4:25pm - 8:39pm****\$400**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 14m (1 stop)

40m in Houston (IAH)

 United**7:40pm - 11:58pm****\$457**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 18m (1 stop)

1h 7m in Atlanta (ATL)

 Delta**10:35am - 2:54pm****\$423**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 19m (1 stop)

35m in Charlotte (CLT)

 American Airlines • American Airlines 5195 operated by Psa Airlines As American Eagle

7:06pm - 11:30pm**\$425**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 24m (1 stop)

40m in Dallas (DFW)

 American Airlines**11:05am - 3:29pm****\$490**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 24m (1 stop)

50m in Houston (IAH)

 United**7:05pm - 11:30pm****\$425**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 25m (1 stop)

40m in Dallas (DFW)

 American Airlines**7:05pm - 11:30pm****\$435**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 25m (1 stop)

40m in Dallas (DFW)

 American Airlines**2:39pm - 7:04pm****\$490**

Baltimore (BWI) - Austin (AUS)

Roundtrip per traveler

5h 25m (1 stop)

48m in Houston (IAH)

 United**6:52am - 11:19am****\$485**

Washin... (IAD) - Austin (AUS)

Roundtrip per traveler

5h 27m (1 stop)

40m in Dallas (DFW)

 American Airlines**6:00am - 10:27am****\$501**

Washin... (DCA) - Austin (AUS)

Roundtrip per traveler

5h 27m (1 stop)

49m in Detroit (DTW)

 Delta

6:00am - 10:27am

Baltimore (BWI) - Austin (AUS)

5h 27m (1 stop)

49m in Detroit (DTW)

 Delta**\$548**

Roundtrip per traveler

6:00am - 10:27am

Washin... (IAD) - Austin (AUS)

5h 27m (1 stop)

51m in Detroit (DTW)

 Delta • Delta 3867 operated by Skywest DBA Delta Connection**\$551**

Roundtrip per traveler

9:05am - 1:34pm

Washin... (DCA) - Austin (AUS)

5h 29m (1 stop)

1h 19m in Atlanta (ATL)

 Delta**\$599**


Roundtrip per traveler

6:49am - 11:19am

Baltimore (BWI) - Austin (AUS)

5h 30m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$435**

Roundtrip per traveler

3:28pm - 7:59pm

Washin... (DCA) - Austin (AUS)

5h 31m (1 stop)

41m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

7:45pm - 12:17am ⁺¹

Washin... (DCA) - Austin (AUS)

5h 32m (1 stop)

55m in Charlotte (CLT)

 American Airlines**\$423**

Roundtrip per traveler

3:27pm - 7:59pm

Washin... (IAD) - Austin (AUS)

5h 32m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

12:11pm - 4:44pm

App. 188

Baltimore (BWI) - Austin (AUS)

5h 33m (1 stop)

1h 14m in Atlanta (ATL)

 Delta**\$548**

Roundtrip per traveler

12:55pm - 5:29pm

Washin... (DCA) - Austin (AUS)

5h 34m (1 stop)

50m in Houston (IAH)

 United**\$400**

Roundtrip per traveler

6:45am - 11:19am

Washin... (DCA) - Austin (AUS)

5h 34m (1 stop)

40m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

2:30pm - 7:04pm

Washin... (DCA) - Austin (AUS)

5h 34m (1 stop)

50m in Houston (IAH)

 United**\$490**

Roundtrip per traveler

5:30pm - 10:05pm

Washin... (DCA) - Austin (AUS)

5h 35m (1 stop)

55m in Detroit (DTW)

 Delta**\$599**

Roundtrip per traveler

1:20pm - 5:56pm

Washin... (IAD) - Austin (AUS)

5h 36m (1 stop)

48m in Detroit (DTW)

 Delta • Delta 3725 operated by Skywest DBA Delta Connection**\$501**

Roundtrip per traveler

4:59pm - 9:39pm

Washin... (DCA) - Austin (AUS)

5h 40m (1 stop)

49m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

10:06am - 2:47pm

Washin... (IAD) - Austin (AUS)

\$501

App. 189 per traveler

5h 41m (1 stop)

1h 11m in Detroit (DTW)

 Delta • Delta 3663 operated by Skywest DBA Delta Connection**6:10am - 10:53am**

Washin... (DCA) - Austin (AUS)

5h 43m (1 stop)

1h 5m in Houston (IAH)

 United**\$400**

Roundtrip per traveler

11:30am - 4:13pm

Washin... (DCA) - Austin (AUS)

5h 43m (1 stop)

35m in Chicago (ORD)

 American Airlines • American Airlines 3957 operated by Envoy Air As American Eagle**\$425**

Roundtrip per traveler

12:00pm - 4:44pm

Washin... (DCA) - Austin (AUS)

5h 44m (1 stop)

1h 25m in Atlanta (ATL)

 Delta**\$599**

Roundtrip per traveler

1:11pm - 5:56pm

Baltimore (BWI) - Austin (AUS)

5h 45m (1 stop)

1h 7m in Detroit (DTW)

 Delta**\$468**

Roundtrip per traveler

1:44pm - 6:33pm

Washin... (DCA) - Austin (AUS)

5h 49m (1 stop)

1h 8m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

12:40pm - 5:29pm

Washin... (IAD) - Austin (AUS)

5h 49m (1 stop)

1h 38m in Houston (IAH)

 United**\$490**

Roundtrip per traveler

3:08pm - 7:59pm

Baltimore (BWI) - Austin (AUS)

\$435

Roundtrip per traveler

App. 190

5h 51m (1 stop)

1h in Dallas (DFW)

 American Airlines**10:30am - 3:21pm**

Baltimore (BWI) - Austin (AUS)

5h 51m (1 stop)

1h 35m in Atlanta (ATL)

 Delta**\$599**

Roundtrip per traveler

6:00am - 10:53am

Baltimore (BWI) - Austin (AUS)

5h 53m (1 stop)

1h 38m in Houston (IAH)

 United**\$325**

Roundtrip per traveler

10:55am - 3:48pm

Washin... (DCA) - Austin (AUS)

5h 53m (1 stop)

1h 6m in Dallas (DFW)

 American Airlines**\$425**

Roundtrip per traveler

8:15am - 1:09pm

Washin... (DCA) - Austin (AUS)

5h 54m (1 stop)

1h 10m in Houston (IAH)

 United**\$400**

Roundtrip per traveler

9:50am - 2:47pm

Washin... (DCA) - Austin (AUS)

5h 57m (1 stop)

1h 26m in Detroit (DTW)

 Delta**\$551**

Roundtrip per traveler

7:45am - 12:44pm

Washin... (DCA) - Austin (AUS)

5h 59m (1 stop)

35m in Chicago (ORD)

 American Airlines**\$425**

Roundtrip per traveler

6:06pm - 11:08pm

Baltimore (BWI) - Austin (AUS)

6h 2m (1 stop)

\$435

Roundtrip per traveler

App. 191

35m in Chicago (ORD)

 American Airlines • American Airlines 4067 operated by Envoy Air As American Eagle**9:45am - 2:47pm**

Baltimore (BWI) - Austin (AUS)

6h 2m (1 stop)

1h 35m in Detroit (DTW)

 Delta**\$599**

Roundtrip per traveler

10:45am - 3:50pm

Baltimore (BWI) - Austin (AUS)

6h 5m (1 stop)

1h 3m in Chicago (ORD)

 United**\$490**

Roundtrip per traveler

6:50pm - 11:58pm

Washin... (DCA) - Austin (AUS)

6h 8m (1 stop)

1h 50m in Atlanta (ATL)

 Delta**\$416**

Roundtrip per traveler

10:10am - 3:21pm

Washin... (DCA) - Austin (AUS)

6h 11m (1 stop)

2h in Atlanta (ATL)

 Delta**\$599**

Roundtrip per traveler

5:10pm - 10:24pm

Washin... (DCA) - Austin (AUS)

6h 14m (1 stop)

1h 48m in Atlanta (ATL)

 Delta**\$416**

Roundtrip per traveler

7:45am - 1:02pm

Washin... (DCA) - Austin (AUS)

6h 17m (1 stop)

1h 34m in Charlotte (CLT)

 American Airlines**\$423**

Roundtrip per traveler

5:11pm - 10:29pm

Baltimore (BWI) - Austin (AUS)

6h 18m (1 stop)

1h 24m in Chicago (ORD)

\$490

Roundtrip per traveler

**6:00am - 11:19am**

Washin... (DCA) - Austin (AUS)

6h 19m (1 stop)

1h 40m in Dallas (DFW)

**\$425**

Roundtrip per traveler

5:40pm - 11:08pm

Washin... (DCA) - Austin (AUS)

6h 28m (1 stop)

1h 7m in Chicago (ORD)

**\$425**

Roundtrip per traveler

8:05am - 1:34pm

Washin... (DCA) - Austin (AUS)

6h 29m (1 stop)

2h 15m in Atlanta (ATL)

**\$599**

Roundtrip per traveler

10:00am - 3:31pm

Washin... (DCA) - Austin (AUS)

6h 31m (1 stop)

1h 10m in Newark (EWR)

**\$400**

Roundtrip per traveler

1:05pm - 6:37pm

Washin... (DCA) - Austin (AUS)

6h 32m (1 stop)

2h 13m in Atlanta (ATL)

**\$457**

Roundtrip per traveler

3:00pm - 8:42pm

Washin... (DCA) - Austin (AUS)

6h 42m (1 stop)

2h 26m in Atlanta (ATL)

**\$501**

Roundtrip per traveler

4:41pm - 10:24pm

Washin... (IAD) - Austin (AUS)

6h 43m (1 stop)

2h 14m in Atlanta (ATL)

**\$501**

Roundtrip per traveler

6:12pm - 11:58pm

Baltimore (BWI) - Austin (AUS)

6h 46m (1 stop)

2h 26m in Atlanta (ATL)

 Delta**\$355**

Roundtrip per traveler

6:55am - 12:41pm

Baltimore (BWI) - Austin (AUS)

6h 46m (1 stop)

40m in Miami (MIA)

 American Airlines**\$435**

Roundtrip per traveler

4:35pm - 10:24pm

Baltimore (BWI) - Austin (AUS)

6h 49m (1 stop)

2h 32m in Atlanta (ATL)

 Delta**\$420**

Roundtrip per traveler

4:25pm - 10:34pm

Washin... (DCA) - Austin (AUS)

7h 9m (1 stop)

2h 35m in Houston (IAH)

 United**\$400**

Roundtrip per traveler

6:45am - 1:09pm

Washin... (IAD) - Austin (AUS)

7h 24m (1 stop)

3h 21m in Houston (IAH)

 United**\$400**

Roundtrip per traveler

2:13pm - 9:40pm

Baltimore (BWI) - Austin (AUS)

8h 27m (1 stop)

3h 47m in Orlando (MCO)

 Spirit Airlines**\$416**

Roundtrip per traveler

3:50pm - 11:33pm

Washin... (DCA) - Austin (AUS)

8h 43m (1 stop)

3h 3m in Fort Lauderdale (FLL)

 JetBlue Airways**\$452**

Roundtrip per traveler

8:21am - 4:26pm

Baltimore (BWI) - Austin (AUS)

9h 5m (1 stop)

3h 34m In Fort Lauderdale (FLL)

✈️ Spirit Airlines

\$400

Roundtrip per traveler

6:15am - 4:26pm

Baltimore (BWI) - Austin (AUS)

11h 11m (1 stop)

5h 40m In Fort Lauderdale (FLL)

✈️ Spirit Airlines

\$400

Roundtrip per traveler

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